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Library Trends

*Employee Organizations and Collective
Bargaining In Libraries*

MARGARET A. CHAPLAN
Issue Editor

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Employee Organizations and Collective Bargaining In Libraries

MARGARET A. CHAPLAN

Issue Editor

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Introduction

MARGARET A. CHAPLAN

ABOUT A DECADE has elapsed since the recent period of union organizing in libraries began. During that time, the increasing pace of unionization was matched by growing interest, concern, apprehension, or curiosity about collective bargaining on the part of persons involved with the library profession. What everyone wanted to know was exactly *what* was happening *where*, and what the issues and problems were. Perhaps enough time has passed to enable us to draw reasonable conclusions from our experience and to propose some responses to those questions.

This issue is intended as a state-of-the-art review of organizing and collective bargaining in libraries. The topics of the papers were selected in order to provide an overview of events in the field of library organizing and bargaining, and also to present discussions of what our experience has revealed to be the principal issues that have emerged. It is hoped that the information presented here will aid the reader in making informed decisions and formulating knowledgeable opinions about collective bargaining in libraries.

The first section of the issue is concerned with the organizing process, and it begins with a history of organizing in libraries. How librarians perceive the advantages and disadvantages of unions, how they think of themselves as professionals and of unions' ability to represent professional interests, and their assessment of the strengths and weaknesses of independent unions versus affiliation with an established labor organization are, collectively or individually, significant factors in the success or failure of organizing campaigns. The rest of the papers in this section discuss these variables.

Biblo traces the history of unionization in academic, public, school, and special libraries. Oberg, Blackburn, and Dible assess the financial, social and psychological, and political advantages and disadvantages

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of unions both for the individual and the organization. Schlachter examines several questions regarding the appropriateness of collective bargaining by professionals and the role of employee organizations in representing professional interests. Krislov and Channing discuss the strengths and weaknesses of independent unions, as well as the reasons for their growth. They also examine the potential of various independent unions and employee associations to represent librarians' interests.

The second section includes two papers discussing the effects of collective bargaining. The way in which bargaining changes the relationship between the employees and the organization is bargaining's most immediate effect from the employee's perspective. The paper by Chamot describes the changes in employee status, circumstances, and procedures that entering into a collective bargaining agreement may bring about.

Bargaining also brings changes in library management and operations. Moss's paper points out that the provisions of bargaining laws, the composition of the bargaining unit, the scope of bargaining, and the possibility of strikes all have an impact on library operations, as well as on budgets and the nature of the personnel function. One part of the personnel function in agencies of government is the administration of civil service systems. Civil service regulations often cover job classifications, pay scales, promotions, job assignments, holidays, and many other subjects that are often also included in collective bargaining agreements. Whether civil service systems and collective bargaining can, or should, be reconciled is a question which needs to be examined. Unfortunately, the paper discussing this topic was not submitted for publication.

The appendices present a chronology of job actions in all types of libraries since 1965 and selections from two collective bargaining contracts—one from a public library and one from an academic library.

To those familiar with the subject of collective bargaining, it may seem as if important topics have been omitted. In order to avoid duplicating the papers presented at the twentieth annual Allerton Park Institute (which was also concerned with collective bargaining in libraries), discussions of the extent of unionization in libraries, the legal aspects of organizing and bargaining, and case studies of the implications of bargaining have been omitted. Since the proceedings of the conference appeared less than one year ago, it seemed unnecessary to repeat this information. I have therefore organized an issue

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that can be comprehensive and informative in itself as well as one that can serve as a supplement to the institute proceedings.

Habitual readers of *Library Trends* undoubtedly will notice that the customary paper describing the international situation has also been omitted. This, too, was deliberate. The historical, legal, and political background of bargaining in libraries outside of the United States is very different from ours. Although all unionized librarians bargain about wages and working conditions, the framework within which such bargaining takes place varies considerably. One paper could not have done justice to such a complicated subject.

Originally this issue was to contain a paper on women in labor unions. The paper was not submitted, but I think the topic has special meaning for librarians and deserves further investigation. In the opinion of some people, labor unions have a spotty record in their support of women's issues, and critics can point to a rather poor record of moving women into leadership positions in unions. These problems were perceived to be acute enough by women union members to spur them to form the Coalition of Labor Union Women in an effort to improve their situation. Since most librarians are women, most of the potential members of library unions are women. It is, therefore, important that they inform themselves about what unions can do and have done for women.

All of the papers indicate, explicitly or implicitly, further research that needs to be done. We need better data on the extent of union membership in libraries. We also need measurements of the effect of collective bargaining. Third, we need to make a closer examination of the role of the ALA; why didn't it follow the model of organizations like the NEA and represent librarians in collective bargaining? Both Biblo and Krislov and Channing remark on the splintering of the profession caused by librarians being represented by so many different organizations—what effect will this have? If librarians turn increasingly toward unions to represent their professional interests, will the ALA fade away? We also need to know what happens to librarians who are included in larger bargaining units with other professionals. Are they ignored or are their particular demands met? Furthermore, what effect does the present poor job market have on collective bargaining in libraries? As Oberg, Blackburn and Dible point out, another area of needed research is that of cost-benefit analyses of collective bargaining in libraries. Obviously, even though ten years have gone by, we have just begun to examine the roles of employee organizations and collective bargaining in libraries.

MARGARET A. CHAPLAN

I would like to thank the Publications Committee for the opportunity to put together an issue of *Library Trends* on a topic which I consider to be not only important, but also very interesting. I am grateful to the authors of the papers for their cooperation. Finally, I wish to thank Arlynn Robertson and Linda Hoffman of the Publications Office for their patience and good humor throughout a long, and often frustrating, preparation period.



Librarians and Trade Unionism: A Prologue

HERBERT BIBLO

THE HISTORY of library trade unionism has a chronological pattern of development that is easily defined. The first wave of unionization started during World War I, but the main thrust faded by the mid-1920s. The Library of Congress and three urban public libraries were involved in these initial efforts. The Library of Congress staff has always maintained at least one union since World War I, but two of the public library unions disbanded by 1923 and the other lasted until 1929. The second wave started in 1934 in the public library at Butte, Montana. A new local was chartered in Detroit as late as 1949. During this fifteen-year period, at least a dozen public library locals were chartered. Some failed, but unions in Cleveland, Milwaukee, Chicago, Minneapolis, New York and Detroit survived to form a base for the third wave of library trade unions which started in the early 1960s and continues to this date.

The history of library trade unionism has been explored by only a few. Berelson, Clopine, Spicer, and Goldstein are names that stand out since 1939.¹ Berelson's article was a pioneer work, written in 1939 when the Congress of Industrial Organizations (CIO) was making its mark on American society. Industrial trade union activity was developing to new heights and aroused new interest in professional unions. Clopine and Spicer, on the other hand, wrote in the 1950s during a long hiatus in library union activity. Goldstein wrote his paper at the beginning of the longest and most enduring period of union activity in libraries. This period, beginning in the early 1960s, was a period of ferment: radical antiwar activities occurred on the campuses from whence new librarians came, radical librarians and library students rose at the Atlantic City ALA conference, the feminist movement developed, professional unions were becoming more acceptable, and teachers, nurses and doctors joined unions. This is the background

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for the third wave of American library unionism experienced in the last ten years.

Despite some weaknesses, the pioneer writers in the history of American library trade unionism made a significant overall contribution to knowledge of the antecedents of today's library unions.

The early history of library unions has been generally a history of public library unions. Stimulated by economic factors related to World War I, the American trade union movement flourished. The first library unions appeared at this time. It would seem that the first union to include library employees was the Federal Labor Union, no. 14632, in Washington, D.C., chartered by the American Federation of Labor (AFL) in February 1914. Library of Congress staff participation in this union was first reported in July 1916.² In August 1916, the union's name was changed to the Federal Employees Union, no. 14632. The Library Employee Union of Greater New York, Local 15590, composed mainly of New York Public Library employees, was chartered by the AFL on May 15, 1917,³ and the Boston Public Library Employees Union, Local 16113, was chartered by the AFL on May 18, 1918.⁴ A chapter of the National Federation of Federal Employees (NFFE), AFL was established at the District of Columbia Public Library in October 1918.⁵ Berelson also reported a union at the Free Library of Philadelphia in 1919, but there is no substantial evidence that this union local actually existed.

In 1920, there was a total trade union membership of 5 million in the United States.⁶ In the years following 1920, a combination of factors retarded the growth of unions. Employers were determined to resist the expansion of unions. A wave of nationalism—characterized by the refusal to join the League of Nations, the passage of restrictive immigration laws, the "Palmer Raids" (the arrest and/or deportation of alleged radical aliens), and the extension of Ku Klux Klan influence to Ohio and Indiana—swept the nation. In such a climate, employer associations found it easy to identify unions as un-American. The courts were hostile, and the other branches of government were not inclined to interfere with an economic mechanism that had brought the prosperity of the 1920s.⁷

The social and political climate had such a chilling effect on unions that by 1930 the membership had declined to less than 3.5 million.⁸ Prior to 1930 all the public library unions were disbanded, and only the unions of the Library of Congress survived. During this first period, the unions pursued such goals as civil service status, salary increases, tenure, job classification and reclassification by legislative

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effort, publicity, and representations to public boards. Typical of the demands of this period were those published by the Library Employees Union, no. 15590, which follow:

1. That there be standard entrance qualifications.
2. Standard examinations.
3. Public eligibility lists and appointments from those lists according to standing.
4. Just proportionate ratings of efficiency and personality as in Civil Service.
5. Yearly automatic increases.
6. Open efficiency ratings, to be seen by all members of the staff.
7. Promotion from the ranks.
8. Tenure of position.
9. Seniority of service recognized.
10. A Training School for Librarians administered by Board of Education.
11. Public examination.
12. Positions to be open equally to men and women.⁹

In the context of the period in which they operated, these unions achieved moderate successes. Federal librarians at the Library of Congress and District of Columbia Public Library received salary increases, as did the Boston librarians. Federal librarians were to benefit from reclassification procedures initiated in this period.

The second phase of library unionism developed during the Great Depression of the 1930s. While the pressures of economic need were great, the social and political climate for unions had improved. During the New Deal administration, the National Labor Relations Act (NLRA) became law, and under this permissive legislation, the large basic industries in the United States were organized by the CIO. Until 1934, the only library union still in existence was at the Library of Congress. On January 11, 1934, the AFL chartered Librarians' Union, no. 19178, in Butte, Montana. This union activity was a direct result of the library board's threat to close the public library. The library union recruited labor support and successfully campaigned to keep the library open. It is reasonable to presume that the militant unions of the copper miners formed the basis of the support for the library. With its major objective secured, the Butte librarians' union disbanded on November 7, 1941.¹⁰ The mood of the times generated other unions.

Several years later in May 1937, the Cleveland Public Library Employees Union was organized as Local 68 of the American Federation of State, County and Municipal Employees (AFSCME), AFL. Reflecting struggles of the time between the AFL and the CIO, the local union switched its allegiance in August 1937 to become Local 48 of the State, County and Municipal Workers of America (SCMWA), CIO. There were other minor changes of identity. In 1946 SCMWA, CIO merged with the United Federal Workers of America (UFWA), CIO to become the United Public Workers of America (UPWA), CIO. The Cleveland local became Local 1954, UPWA, CIO. In 1949 the Cleveland union emerged as Local 1954 of the Government Workers Union, CIO, which was established to raid the locals of the left-wing UPWA. The UPWA was one of the left-wing unions expelled from the CIO in 1950. This kind of internecine warfare must have had harsh effects on library unions which had to face the 1950s, a decade remembered for the McCarthy era, which discouraged dissent and was generally hostile to unions. The Cleveland union surfaced again in the mid-1960s.

The Milwaukee Public Library Employees Union Chapter, Local 2, AFSCME, AFL was organized on September 1, 1937. In 1942 the Milwaukee union became Local 426, AFSCME, AFL; this union is functioning today. Grand Rapids Public Library Union, Local 164, AFSCME, AFL was organized in September 1937 and was disbanded in April 1938. The Chicago Public Library Union, Local 88, SCMWA, CIO was organized in October 1937 and, as a result of the previously mentioned merger with the UFWA, CIO, became the Library Chapter, Local 2, UPWA, CIO in 1946. This local has survived as the Chicago Public Library Employees Union, Local 1215, District Council 19, AFSCME, AFL-CIO.

Local unions were organized in public libraries in New York City, Detroit, Minneapolis, Atlanta, Newark, Boston, and Wayne County (Michigan) in the 1940s. It is interesting to note that almost all the attempts to build library unions were in the major metropolitan areas. Larger libraries had the built-in social organization that encouraged organization. Sometimes it was the existing staff association that voted to affiliate with a labor union. Success was most likely in a receptive environment which could include general labor support, sympathetic city administrations and/or library boards. Regionally, it could be noted that all the local unions were from the Northeast or the Midwest, with the exception of Atlanta. Where conditions were inhospitable, as in Grand Rapids, Michigan, the union did not last long.

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The librarians had expected other city departments to form locals; they did not. Clopine, quoting a former member of the Grand Rapids local, imparts a sense of the existing climate: "It left a few librarians in a very precarious position, since our Library Board, at that time, was made up of a very reactionary group of businessmen."¹¹

It is not really important to discuss lineage in detail. Local and international unions came and went. When conditions were not propitious, the union dissolved and usually reappeared a few years later, since the environment which originally encouraged the union often still existed. However, the Butte union, which resolved the problem of the library's survival and disbanded in 1941, has not reappeared. In addition, Atlanta and Grand Rapids have never reorganized unions after their first efforts.

The union movement, until this time, was almost wholly a public library movement. The only exception appears to be the Library of Congress which, continuously since 1916, has had one or more unions in which its employees held membership. On January 8, 1945, however, the Librarian Shop, Howard University, Local 10, UFWA, CIO was organized. Organization of nonteaching personnel was rapid, and a contract between Howard University and Local 10, UFWA, CIO was signed, effective April 16, 1946.¹² This contract seems to be the first collective bargaining agreement to cover a library staff in the United States. As such, it is a landmark in the history of library trade unionism. During the contract's existence, the Librarian Shop was responsible for a new classification and pay plan, adjustment of salary inequities, a grievance procedure, and raising librarians' salaries to new minimum scales. The UPWA, CIO, which was the successor to UFWA, CIO, was expelled from the CIO in 1950, and Howard University allowed the contract to lapse upon its termination on June 30, 1950. The first collective bargaining contract to cover a library staff became a victim of anticommunist hysteria.

Another effort to organize an academic library staff occurred at Yale University. Some preliminary efforts to organize a union on the Yale campus were made in 1934 by the AFL and in 1937 by the CIO. These attempts were unsuccessful. In 1940 the United Mine Workers were successful in organizing a union around janitors, campus police, and mechanics; however, the approach of this union did not appeal to the librarians. In May 1946, a group of librarians approached the New Haven representative of the United Office and Professional Workers of America (UOPWA), CIO. This union had had some recent success in New Haven organizing insurance agents and pro-

fessional social workers. In September 1946, the Yale Organizing Committee, UOPWA, CIO was established. By 1948, some of the union proposals had been accepted by the library administration, but the Yale Organizing Committee came under attack by the United Mine Workers, and under this pressure, the committee disbanded in late 1948.¹³

As mentioned before, the early history of library trade unionism is almost exclusively a history of unions in public libraries. The public libraries (and, of course, the Library of Congress) had sufficient numbers of library employees with a community of interest to sustain a union. Academic, special and school librarians, whether they led or followed, were inevitably tied to the paths of their coworkers, i.e., the professors, teachers, scientists and research workers. The unionization of these librarians is a development of the 1960s but it had its origin in the 1930s and 1940s. It was in this period that the prototypes of the professional unions developed. The American Federation of Teachers (AFT), actually organized in 1916; the Federation of Architects, Engineers, Chemists and Technicians, CIO; the International Federation of Technical Engineers, Architects and Draftsmen's Unions, AFL; and the Newspaper Guild were representative of some of the unions among professionals. The conversion of such professional staff associations in more recent periods—such as the American Nurses' Association (ANA), the American Association of University Professors (AAUP), the National Education Association (NEA), the House Staff Physicians Association—indicates that the prejudice against unions of professional workers is beginning to recede.

In the 1960s, all types of professional unions appeared to benefit from the improved atmosphere. The 1960s witnessed a new militancy on the campus, and a new political climate in the country. Many states passed enabling legislation giving public employees the right to bargain collectively. In January 1962, President Kennedy issued Executive Order 10988, which recognized the right of federal employees to bargain collectively with the government. The women's liberation movement became a national force. Sympathetic local political forces, plus a strong labor movement, often were supportive of the public unions. All these factors tended to encourage a surge of unionization in areas where librarians would be involved. Professionals were becoming increasingly receptive to unionization.

The National Labor Relations Board's (NLRB) agreement to accept jurisdiction in cases involving private academic institutions brought more librarians into the realm of trade unionism. In 1971, the first

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NLRB case that referred to librarians found that librarians have a community of interest with faculty and should be included in the bargaining unit with faculty.¹⁴ Several subsequent NLRB decisions reinforced this first ruling and clarified the definition of supervision. As there is no known case in the United States where academic librarians have asked to be excluded from a faculty bargaining unit, it can be assumed that where faculty unions exist, the librarians (except for those defined as management) are covered by collective bargaining agreements. Current reports indicate that 461 campuses are now covered by collective bargaining agreements.¹⁵ Three major unions are competing to represent the faculties in institutions of higher education. The American Association of University Professors (AAUP) represents 43 campuses; the American Federation of Teachers (AFT), AFL-CIO, represents 138 campuses; and the National Education Association (NEA), Independent, represents 181 campuses. Although these three unions compete furiously in some elections, they join forces in other localities. An AAUP-AFT coalition represents one campus; an AAUP-NEA, nine; and an AFT-NEA, thirty-seven. This latter cooperative stance may be deteriorating. The New York State United Teachers voted to sever its affiliation with the NEA, but retained its ties to the AFT. There are, in addition, fifty-one campuses which have selected a variety of other agents, mostly local independent associations, but including one AFSCME affiliation, a union that we normally associate with public libraries.

There is the question of whether academic library staffs will resort to unions when the teaching faculty lacks interest. The trend is not in that direction; however, there are some exceptions. The staff at Honnold Library of the Claremont Colleges is represented by Local 30 of the Office and Professional Employees International Union (OPEIU). The bargaining unit represents professional, clerical and part-time student employees. The teaching faculty has not exhibited an interest in unions. Another exception is Local 1795, the Berkeley Federation of Librarians, AFT, composed of professional librarians. The local is more than ten years old, and its history includes one of the few strikes by librarians in the United States. The future of this local depends upon internal developments within the University of California system, now that the state has a new collective bargaining law. The abortive effort by District 65, Distributive Workers of America (DWA) to organize the professional staff at the University of Chicago Library has at least indicated another path. Although the union appeared to have won its case for a bargaining unit election

after several years of hearings and appeals, attrition of the union membership within the library militated against a union request for an election. This direction may be an avenue for library staffs at large universities where faculties have no interest in unions but the librarians feel the need for improvement in their conditions of employment. The last ten years have brought large numbers of academic librarians into union ranks and even a larger number who are covered by collective bargaining agreements. As this phenomenon grows, less is heard about tenure and more is heard about unions, and librarians now could conceivably move on their own.

The influx of academic librarians into unions is still minor compared to the unionization of school librarians. Elementary and secondary school teachers are extensively organized in the United States by the AFT, AFL-CIO and by the NEA. While the AFT was first organized in 1916, its real growth started in the mid-1960s when it won some of its first collective bargaining agreements in the major metropolitan areas. At about the same time, the NEA revised its policy opposing teacher unionism and began to compete, quite successfully in many areas, with the AFT. The significance of this movement for librarians is that the school librarians are covered by these collective bargaining agreements. In 1962, the AFT had 56,200 members,¹⁶ and just ten years later, membership was up to 248,521.¹⁷ While the percentage of school librarians among teachers is small, the actual number of school librarians who become union members or are covered by union contract increases as more school districts negotiate contracts with the various unions. The Chicago Teachers Union, AFT has 720 school librarians in its bargaining unit.

Special librarians are not often considered to be susceptible to the process of unionization. But, like academic and school librarians, they are affected by the action of their coworkers. It is not generally known that the Newspaper Guild, AFL-CIO, represents library employees in approximately 100 collective bargaining units.¹⁸ Guild contracts generally contain some variation of the union shop clause, which requires union membership, after a probationary period, as a condition of employment. Several unions have earmarked the publishing industry as a target for organizational efforts. The first union contract between a publisher and its editorial/clerical employees was signed July 3, 1974 by Harper & Row, Publishers, Inc. with the Association of Harper & Row Employees (Independent). The union has since affiliated with District 65, DWA (Independent). The general librarian is part of the bargaining unit.

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Special librarians in the employ of the federal government were significantly affected by Executive Order 10988, which recognized the right of federal employees to engage in collective bargaining. Historically, federal employees utilized unions for many years to improve their conditions through lobbying with Congress and the Executive Branch. George F. Bowerman indicated in 1919 that a large number of librarians in Washington belonged to the Federal Employees Union; indeed, as many as forty librarians in the Department of Agriculture were union members.¹⁹ Today, the American Federation of Government Employees (AFGE), AFL-CIO is the chief union beneficiary of Executive Order 10988. More librarians will come under collective bargaining agreements as AFGE concludes increasing numbers of contracts with the federal government. As with school and academic librarians, it is too early to count actual numbers.

The recent elections at the Library of Congress must be considered a landmark in the history of library trade unions. The Library of Congress was the first library showing evidence of union activity. Unions have existed in some form since 1916, a period of sixty years. This is partly due to the fact that government union activity in Washington, D.C., was extensive and therefore supportive of union activities at all the federal agencies in the District of Columbia.

On March 24, 1976, it was announced that AFSCME would be certified as exclusive bargaining agent for the nonprofessional employees (except for those in the Law Library, Congressional Research Service, Federal Research Division, and Personnel Office).²⁰ On April 24, 1976, it was announced that AFSCME would be certified as exclusive bargaining agent for the professional staff (except for those in the Law Library, Congressional Research Service, Federal Research Division and Personnel Office). The vote favoring AFSCME was 361 to 360.²¹

The early development of public library unions has been described adequately by earlier writers. Although there were minor inconsistencies in early histories of library unions, a census of unions was compiled. Currently there are a large number of public library unions with collective bargaining agreements, but an up-to-date list is not yet available. Large urban public libraries, such as those of Brooklyn, New York City, Queensborough, Newark, Philadelphia, Boston, Detroit, Milwaukee, Minneapolis, Los Angeles, San Francisco, and Seattle, have signed contracts with library unions. AFSCME and Service Employees International Union (SEIU), have organized most of the libraries listed above. While AFSCME represents the nonprofessional

employees at the Boston Public Library, the Boston Public Library Professional Staff Association (Independent) represents the professional staff. During the 1930s, the Butte (Montana) and Grand Rapids (Michigan) public libraries had experiences with unions.

There are also quite a number of smaller libraries that have union contracts with professional and/or clerical employees. Oshkosh (Wisconsin), Berkeley (California), Bloomfield and Morris County (New Jersey), Enfield (Connecticut), Hibbing (Minnesota), and Fall River (Massachusetts) are examples of such libraries with union contracts. Bloomfield and Morris County each have independent unions similar to the Boston Public Library. The Public Library of Youngstown and Mahoning County (Ohio) and the Buffalo and Erie County (New York) Public Library recognized existing staff associations as the collective bargaining agents for its employees. In Youngstown and Mahoning County, SEIU Local 627 represents the clerical employees.

The momentum toward library unionism is constant. Occasional strikes have been carried out in Contra Costa County (California) in 1968, and in Berkeley in 1971. AFSCME indicates that there are 18,000 library employees on its membership rolls;²² this is but one union of several that is organizing library workers. There seems to be little doubt that library unions are developing a potential to influence the direction of libraries and librarianship in the United States.

This third period of growth has exhibited several new characteristics. First, and possibly most important, is the collective bargaining contract. This has become the major tool for library and other professional unions. Librarians and other library employees from all sections of the profession are furthermore now subject to the unionization process. A third characteristic is that all libraries, large or small, and from all regions of the country (except the South), are susceptible to union organization. In addition, the unionization of library employees is firmly established. There are now five AFL-CIO unions (AFSCME, AFT, AFGE, SEIU, and the Newspaper Guild), two large independent unions, NEA and AAUP, and a myriad of local independent unions representing library employees. Finally, the splintering of librarians into so many different national and local unions hinders the development of library unionism as a factor within the profession. Where is our Library Union Round Table?*

*The Library Union Round Table was established in 1938 at the ALA conference in Kansas City. In part, its purpose was to coordinate the work of existing CIO and AFL unions, to act as a clearinghouse for information and advice for employees in forming new library unions, to work with the ALA to extend and improve library service, and to work for modern, democratic library personnel policies.

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All this is prologue. There will be many new developments before library unions mature and reach a plateau.

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Unionization: Costs and Benefits to the Individual and the Library

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IT IS ONE OF the appealing aspects of cost/benefit analysis to require, at least in theory, that the values and assumptions underlying the analysis be explicitly reported.¹ Admittedly few cost/benefit analyses meet this requirement. Fewer still are the studies which acknowledge that in analyzing complex social and organizational life, important facts are often amalgams of feeling and beliefs rather than the traditionally objective data of hard science.

Considerations of unionization and collective bargaining, particularly in relation to the venerable profession of librarianship (a profession largely exercised in the public arena), invariably call forth a whole range of value-laden assumptions. Union activities are themselves the stuff of controversy, and such activities by professionals who are also public employees seem doubly destined to be the subject of considerable debate. To ensure that no claim is made for an objectivity which does not now exist in this debate, a clear description of the assumptions brought to this study should be made. Such description will form part of the background for the cost/benefit study which we have begun.

Another background element which is important to this study is legislation. Because the legal environment is generally considered to have a major impact on unionization,² we will also describe one such environment which is typical, at least, in its complexity.

First, to flesh out a listing of our assumptions about libraries,

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librarians and unions, we should mention our biographies as librarians. Together we represent more than thirty years of library experience, and now work in academic libraries (one in a private university). Academic libraries and librarians have increasingly felt the impact of unionization as collective bargaining has come to the campus. Even before the great growth in campus unionization during the early 1970s, we as academic librarians were aware of a tradition of community between librarians and teaching faculty. Despite the wide variation in relationships between librarians and teaching faculty, this tradition is carried forward when unionization and collective bargaining become major factors on campus. Librarians are very often granted the same terms and conditions of employment as instructional faculty;³ this model of faculty bargaining provides specific goals for our librarians' endeavors. As active participants in union activities, we have not only joined unions, but have helped to organize them. We have been on strike, assisted in grievance work, negotiated procedural changes in the library, written for union publications about libraries and librarians, and held union office.

Reflecting the assumptions leading to active roles in library unions, one finds a wide range of ideas, most of which are confirmed in the literature on librarians and unionization. It is not embarrassing to recognize a need to achieve a minimum of human dignity on the job.⁴ This need, to be satisfied, requires the ability to speak and act with some independence and without fear of reprisal. Bureaucratic life, as several writers indicate,⁵ is producing a turn toward unionization among white-collar and professional workers—a situation which might be viewed as analogous to the impact of the assembly line on industrial workers. As libraries and library systems expand, centralize and develop more specialized roles, it seems likely that the integrity of the individual library employee will be increasingly threatened. A union can offer a relatively secure base from which to speak out and to assert one's own interests.

A second assumption might be described as a concern for employee rights. This concept depends to a large extent on comparisons which librarians make with other librarians and with other employees in their work environment; some writers refer to this phenomenon as the effect of a unionized environment.⁶ Academic librarians, for example, often compare their status and benefits with those achieved by the instructional faculty of their institution. Needless to say, they usually find themselves lacking. The increasing amount of unionization, whether in school libraries, in large public libraries, or in

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institutions of higher education, does provide ample evidence that employee rights can be enhanced by means of union activity. In conjunction with the comparisons made in evolving a concept of our employee rights, it should be noted that librarians are becoming more aware of the discrimination which they suffer by being members of a female-typed occupation.⁷ Not only are librarians often paid less than those with similar or less training and education in jobs which are not female-typed, but many women in libraries experience, as women, discrimination in promotional and other opportunities for professional development.

A further assumption is that professional interests can be advanced through unionization. A view underlying much of this discussion is that there is, more often than not, a conflict between interests as workers and professionals and those of the employer/administrator. In part, this conflict may be the result of a dysfunction or dissonance between the professional and the complex bureaucratic organization.⁸ A means of increasing the power of professionals to influence decision-making may have the potential of lessening such conflict and dissonance. While unionization of librarians by no means ensures that opportunities for professional development will be increased, it does hold the possibility of enabling librarians to take part in managing conflict between employee and employer and to work for a more professional set of employment conditions.

To add texture to this description of assumptions, a brief geopolitical note is in order. California's metropolitan areas and its entire system of public education, from elementary through university levels, are exhibiting increasingly conspicuous signs of crisis. This public sector crisis already has its symbol in New York City. California has been the site of some landmark union activities among librarians: the first of the 1960s librarian unions was formed at the University of California, Berkeley in 1965,⁹ and the first library union strike against a major library system occurred in Contra Costa County in 1968.¹⁰ Whether California will also provide some landmarks for library unions in this time of crisis in the public sector remains to be seen. Perhaps a sign of future developments can be seen in San Francisco, widely regarded as the most solid "union town" in the state. Two recent strikes by city employees have produced a major shift in public opinion against the city's unions. This change in public perception and the exploitation of this change by politicians may weaken the strength and influence of all the unions in the city significantly; librarians as unionists are certain to be affected by such a change.

California's public employees, like others across the country, face an uncertain future. Unlike New York City employees, however, California public employees are not covered by a statewide collective bargaining law. Whether the presence of such legislation will help to protect union gains during this period of crisis is unclear. The complex (if not chaotic) legal scene in California certainly does not seem to offer such possible protection. A description of the California legal environment for unionization and collective bargaining not only will serve to provide some needed detail in an area acknowledged to have an important impact on the degree and extent of unionization, but also will serve to expand the analysis offered in Theodore Guyton's *Unionization: the Viewpoint of Librarians*, which surveys southern California public librarians.

Public library employees in California, including those in public schools, colleges and universities, are covered by the Meyers-Milias-Brown Act.¹¹ This permissive legislation allows but does not require a public agency to recognize an employee organization or union. Although the law prohibits public agencies from unreasonably withholding recognition of unions, there is no public employee relations board or other mechanism for resolving disputes about the recognition question. Many counties and cities, however, have both recognized unions and negotiated contracts. In San Francisco, for example (and this is a correction of Guyton's information), there is an employee relations ordinance and a Municipal Employees Relations Panel. This panel has served to determine appropriate bargaining units. Professional librarians at the San Francisco Public Library have constituted themselves as a guild and thus are able to negotiate separately from other members of the large Service Employees International Union (SEIU) local to which they belong on such issues as a shorter work week or the amount of time spent on a public desk.

For librarians at the University of California, there is no formalized union recognition procedure. The university system has maintained certain employment practices with its building tradesmen which have resembled contractual arrangements. Such arrangements included, at the Berkeley campus, payment of prevailing wage rates and health benefits to such tradesmen. When the university wished to change these arrangements, which had existed on the Berkeley campus since the turn of the century, a strike occurred in 1972 involving the tradesmen, members of the campus clerical union, and librarians of Local 1795 of the American Federation of Teachers (AFT). This strike was the longest strike in the history of California public em-

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ployment.¹² It ended when a memorandum of agreement was signed, which represented the greatest degree of formal recognition granted unionists at that campus in many years.

In the California State University and College system, not even memoranda of agreement exist. Like the university system, the state system chooses to acknowledge only the "meet-and-confer" requirements of an executive order covering state employee labor-management relations.¹³ The broader scope of the Meyers-Milias-Brown Act is not deemed relevant in these situations. Thus, higher education in the state is not yet covered by even permissive collective bargaining legislation.

For California's public schools, however, the situation is different. Public school librarians—and these include librarians at community (two-year) colleges—are considered certificated employees, as are classroom teachers. On July 1, 1976, a new law went into effect extending organization, representation and collective bargaining rights to public school employees.¹⁴ This law provides a framework for fully developed collective bargaining relationships between school districts and employee unions. There is also an Educational Employment Relations Board charged with determining appropriate bargaining units, supervising representation elections, and ruling on disputes about the scope of bargaining and other matters. It seems likely that school librarians will continue to be considered as employees in much the same way as are classroom teachers.¹⁵ Such librarians will probably be included in the teachers' bargaining unit in most jurisdictions.

This legal detail reveals the complexities affecting the unionization of librarians. Costs and benefits to librarians and to libraries may vary considerably depending on what could be termed the degree of unionization. This degree of unionization must be viewed as a compound of the legal environment, the character of the institution (including its historical and political development), and the psychology of individual librarians. These ingredients combine to place librarians and libraries at some particular spot on a unionization continuum. For example, librarians may be in the initial stages of organizing a union, or unionization may have already taken place. According to one definition, unionization implies the existence of conflict between employees and employers, the functioning of the union on behalf of the employees vis-à-vis management, and the willingness to protect and defend fair representation of each and all.¹⁶ Unionization may exist without a fully developed collective bargain-

ing relationship, as our review of the legal environment affecting California librarians has indicated. A true collective bargaining relationship, whether sanctioned by law or in practice, would require recognition by the employer of the union's right and ability to speak and act on behalf of the employees and to meet, confer, and/or negotiate and execute a written agreement or contract.¹⁷

The foregoing remarks adequately indicate our background and assumptions about, as well as our commitment to, unionization and collective bargaining for librarians. Turning attention to documenting with some objectivity the actual costs and benefits of these phenomena, one discovers an almost total lack of information in the relevant literature. What the literature does reveal is an eruption of rather general articles on unionization in libraries in the late 1960s.¹⁸ Throughout the early 1970s, there are reports of union activities in various libraries across the nation. The literature of the past several years reveals an increased attention to academic librarians and collective bargaining. Thus, in this development of the literature, one finds initially generalized rationales for the causes of unionization among librarians, followed by descriptions of events in unionized libraries, and currently some fairly refined survey techniques applied to the factors which have proven to be important in unionization.

The literature does not now contain any empirical studies of costs and benefits of library unionization. In fact, cost/benefit analysis seems not to have been applied to the matter of unionization in any sector. This situation in itself calls for some comment. Since cost/benefit analysis is used as a decision-making technique, it would seem extremely beneficial for individuals at all levels of library organization to have a set of rationalized data (costs and benefits) on which to base their decisions to join or not to join, to support or to oppose unions. Yet cost/benefit analysis is invoked not by individuals but rather by organization. Why, then, have not library administrators studied the unionization situation with cost/benefit techniques? There is no ready answer to this question. One might hypothesize that administrators/employers view unionization not as a management option but rather as something thrust upon them and to which they must react. In other words, unionization does not enter into the decision-making process of most administrators at this time. Therefore, discussion must be drawn by inference from the survey data which is available and should be viewed as merely an outline for the type of cost/benefit study which ought to be done in the future.

Perhaps to counteract any bias toward the beneficial aspects of

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unionization in libraries and for librarians, the focus will first be on the monetary costs of union membership for individual librarians. Union dues seem to be the most salient feature of unionization to many. A general description of union dues for librarians may be drawn from data gathered at the California State University and Colleges system (AFT), San Francisco Public Library (SEIU), Stanford University Library (SEIU), and the University of California, Berkeley (AFT). Dues payments may be a set figure or a percentage of one's monthly salary; belonging to the same international union certainly does not indicate an identical dues structure. For the library unions sampled, monthly dues range from a \$7.50 per month to one-fifth of 1 percent or three-fourths of 1 percent of the librarian's monthly salary. Dues for librarians will, of course, vary with the salary scale when calculated on a percentage basis.

Whatever the amount of monthly dues, there is a pattern of distribution of this amount which is similar for those unions of librarians which are affiliated with international unions.¹⁹ First, a per capita amount is sent to the international union—in this sample, to the AFT or the SEIU. This amount may vary depending on arrangements made with the international union; in this sample it ranged from 10 percent to 30 percent of the total. Another per capita amount is usually dedicated to a statewide or other regional union body which is part of the international union structure. The AFT librarians in this sample pay part of their dues to the California Federation of Teachers, while the SEIU librarians make per capita payments to a San Francisco Bay Area regional council. These per capita payments vary with the relationships between affiliated local unions and between local unions and statewide or regional bodies. In general, these latter payments represent a smaller percentage of the individual dues payment than does the per capita allotment to the international union; in our sample, such payments ranged from approximately 5 percent to nearly 25 percent of the total.

In those states with a federation of AFL-CIO unions, there is also a per capita payment made to that organization. On the county level, there are usually labor councils which bring together the area's AFL-CIO unions. These councils coordinate labor actions in the county and grant or withhold strike sanction. Costs for belonging to such councils in our samples are about 2 percent of the total dues payment.

Regardless of the foregoing patterns, the local union—the base for all the other levels of organization—retains a percentage of its

members' dues for its own use. This percentage varies, of course, in accordance with the structural and financial arrangements previously described. In the California State University and Colleges' AFT union, 15 percent of the dues payments are retained by the campus local.

The expenditure of funds by the local (or by a statewide council of small locals, such as in the University of California or the California State University and Colleges systems) follows a fairly typical pattern. There are full-time and/or part-time staff salaries (e.g., an executive secretary, clerical assistants, paid union organizers); office expenses, such as rent, equipment and postage; and expenses involved in the flow of information, for publications, educational conferences, and committee meetings. Legal expenses invariably consume a portion of dues payments.

Whether the pattern of union expenditures provides benefits to the membership is a judgment to be made by that membership. Such judgment should be based on the effectiveness of the local and its staff, the influence of the state federation of labor in the political arena, the responsiveness of the international union to national, state and local problems, and other factors along the continuum from the individual member level to the international union and beyond. While a cost/benefit analysis of union membership in general would be an intriguing study, it is not appropriate to undertake within the confines of this article. The description provided is only to clarify the cost/benefit factors which affect librarians in their increasingly unionized work environment.

The benefits of unionization to librarians will vary greatly within particular unions, within a bargaining unit and/or within a particular legal context. We must admit that higher salaries cannot necessarily be reported as a direct benefit of unionization. While most recent studies indicate that there may be some correlation between higher salaries and unionization of librarians,²⁰ there are many factors which need to be considered before such a correlation can be said to exist at a significant level. Perhaps further collective bargaining experience in libraries will reveal such a significant correlation.

Meanwhile, there have been financial rewards reaped as the result of union activities. At least one such example would appear to be incontrovertible. The U.C., Berkeley strike of 1972 resulted in all librarians being cited in the memorandum of agreement which ended the strike. The memorandum recognized the inequities which existed in regard to the wages of librarians; it granted librarians an inequity

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salary increase beyond the usual annual adjustment for other employees. Other examples of salary gains directly related to librarians' union activities are discussed by Guyton. This sample of library unions also indicates that librarians in a unionized context tend to experience an improvement in what has been a traditionally discriminatory salary situation. At Stanford University, for example, United Stanford Employees (SEIU) represents a unit of technical and service employees in which librarians are not included. Nonetheless, some librarians believe that the unionized context encouraged the campus administration to grant librarians a 16 percent salary increase in 1975 even though there were severe budget cuts on campus.²¹

Librarians also benefit, as do any unionists, from group insurance or other plans. SEIU, for example, provides a \$500 death gratuity for its members. All such financial benefits or potential benefits need to be evaluated by the individual librarian in the context of his/her own work situation. This evaluation process will, of necessity, involve comparisons with some reference groups, perhaps other city or county employees, other members of the professional community, or significant others such as the City University of New York. While the citation of C.U.N.Y. faculty salaries as among the highest in the nation is a practice likely to decline as a result of the recent temporary closing of the university, the notion that unionization can bring salary and fringe benefits is one that will continue to be tested by potential union members, including librarians.

In a complete cost/benefit study, an effort should be made to report all quantifiable items in a similar manner; dollars are often chosen as an appropriate neutral vehicle for such reporting. The study of unionization in libraries has not evolved to the point where such reporting is possible. Costs and benefits will therefore be cited here in a descriptive manner to provide a rudimentary outline of those future studies which need to be done.

Beyond the monetary aspects of union membership, each individual librarian should consider the social and psychological costs and benefits of unionization. If unionization can be said to be a response to conflict, it can also be said to be a source of conflict to some within the bureaucracy. Unionization can become a disruptive social process by introducing another power structure into what may have been a unilateral decision-making hierarchy. Unionization may upset a variety of informal working relationships by requiring the formalization of procedures; it may be perceived as intruding upon the prerogatives of professionalism. In these and other ways, unionization may

markedly decrease the job satisfaction of individual librarians. Guyton's reporting of his questionnaire items on job satisfaction among southern California public librarians does, in fact, imply that librarians with more favorable attitudes toward their jobs and their administrations may indeed see unionization as disruptive and diminishing of their job satisfaction.²²

Conversely, librarians who perceive the library administrative machinery unfavorably and who may wish, for example, to gain independence from arbitrary decision-making might well view unionization as a means of advancing their professional job interests. Certainly in our own grievance work, we have often found ourselves not merely safeguarding due process for our fellow employees, but also helping to retain or advance some of the most able among us. The perennial controversy over unionization and professionalism does not find substantial verification in our experience as librarians and unionists.

If self-images can be altered by unionization, librarians might see themselves becoming more or less professional or independent, and thus their relationships with others may be changed. Unionization may come between or may bring together the librarian and his/her fellow workers, whether these be library assistants, other city employees or other members of the campus community. At Stanford University, for example, librarians have worked with the Technical and Maintenance Unit of the union to produce a union newspaper.²³ At U.C., Berkeley, also, librarians and library assistants joined together during the 1972 strike to produce the Library Union Caucus newsletter.²⁴ Unionists in the same library may also, of course, find themselves in opposition to each other on such matters as the apportionment of salary increases or in matters of discipline and grievance. Librarians who join unions may even find their social horizons expanded. Should librarians become active in their unions, they might find a major avocation in the area of labor relations.

If there are social and psychological factors which must be isolated and examined in some future cost/benefit study, there will necessarily be political elements to be studied as well. As was indicated earlier, unionization affects power relationships within the library or library system and beyond, to the surrounding institutional/bureaucratic environment. Experience in library unions reveals that they have an ability to influence library outcomes and to bring about change. For example, there are several cases of gaining safer working conditions in the sample libraries. To attribute this sort of improvement to a shift in power relationships due to unionization may not seem apparent,

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and certainly a close examination of such situations would have to be made before any causal statements were put forth. What can be reported is that such working conditions remained unchanged until the unions obtained results. In a similar vein, the ability to negotiate adequate staffing patterns for branch libraries, as at San Francisco Public Library, can be attributed to a changing political relationship between librarians and employer/administrator. In fact, as libraries in this sample advance along the unionization-collective bargaining continuum, there are marked professional gains which have been made through the efforts of library unionists. Such issues include the amount of time to be spent on book selection or on a public desk, and the number of librarians to attend library conferences or to be granted sabbatical or other leaves. In the California State University and Colleges system, the political action of the librarians' union brought about the establishment of a ten-month year option for all librarians except directors. In this case, political power was exercised by the union through the state legislature and a law was passed which granted librarians such a ten-month year option. Incidentally, a union poll among the system's librarians in 1975 indicated that they considered the most desirable improvement in their terms of employment to be the establishment of an academic year or nine-month work schedule. Union political activity and influence were able to take librarians a step closer to that goal. The power of library unionists in our work experience confirms that unions can affect libraries and librarians at a variety of points from individual grievances to the enactment of state law.

If the economic, social-psychological and political costs and benefits of unionization and collective bargaining should be analyzed for individual librarians, then certainly the consequences of these phenomena for libraries as institutions and for library administration need to be studied. Lametably the literature provides no better data in regard to the effects of unionization on institutions than it does in regard to those on individuals. We have already indicated that management rarely seems to consider unionization as an administrative option. While library administrators certainly cannot control unionization, it would appear that encouragement or discouragement of such activity remain behavioral alternatives for most administrators. The approach to a sketch here of costs and benefits to library administration will be as if such alternatives actually exist.

First, several recent studies conclude that unionization is bound to increase the time and money spent on procedural resolution of

conflict.²⁵ This finding lends credence to the view that unionization may tend to add its own bureaucratic presence to the institutional setting, especially in regard to the formalization of practice and procedures. Whether such time and money costs to management would adversely affect the goals of the library itself is a matter requiring careful analysis. It is often claimed that the costs of negotiation inflict themselves on the institution (in this case, the library) in the form of a decrease in funds available for various services. To verify such claims would require a study of the costs of maintaining a nonunionized, less formalized employee/employer relationship. Would there be more staff turnover in a unionized or in a nonunionized situation? Would there be more or less responsiveness to community needs? Would there be more or fewer personnel actions initiated by employees or employer? A variety of such factors would have to be evaluated.

We have already noted the lack of clear evidence that unionized libraries produce higher wages and fringe benefits for librarians. Whether higher wages are produced with a union present or are perceived to be the result of union activity are questions to be judged in a particular library setting. The evaluation of the impact of higher wages would also have to be assessed in terms of library service and the administrative decision-making process. There is no inherent contradiction in stating that higher wages for librarians and other library employees may have a beneficial effect on the institution as a whole. Careful and comprehensive analysis is required to ascertain the impact of higher wages or of a number of other factors, such as decreased workloads, on the character of library service.

In evaluating such seemingly objective factors as the economic ones, analysts and administrators might be tempted to overlook the psychological factors in administrative decision-making. Library administrators may find a union presence difficult if they believe themselves to be exercising semi-autonomous control over their employees. Although it is hard to conceive of an administrator in the public sector believing himself to have a large degree of autonomy in almost any regard, it may be true that some administrators react to approaching unionization as if threatened with some loss. The obverse aspect of this reaction would also bear examination. Could an administrator, as part of his/her thinking about unionization, consider the possibility that a union presence might help to make the work situation more organized and thus more predictable for administrative purposes? The countervailing bureaucracy of the union might

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provide library administration with an additional means of controlling the work environment in a more efficient and effective manner.

While some have argued that organizations lose part of their ability to respond to changing circumstances by being bound up in union agreements, others have stated with equal force that a library union can be a vehicle to bring progressive change to a moribund institution. Again, there need not be an inherent contradiction between union and management levels of responsiveness to the surrounding environment. Our experience tends to support the view that library unions very often do bring improvements in service to our various publics.

In the political arena, particularly as the crisis in the public sector worsens, cooperation between employee and employer becomes increasingly vital in preserving the integrity of library services. Unfortunately, such cooperation rarely occurs. Yet if there is not such cooperation, either because of a convergence of interests in the values and services of libraries or because library unionists achieve an equitable, perhaps decisive, share of library decision-making, then the mere preservation—not to speak of the expansion—of the worth of individual librarians and of the library as an institution in the public arena and in higher education will be in doubt.

The variety of forces, not all of them auspicious, currently affecting libraries emphasizes that libraries are complex, structured organizations. Libraries are composed of librarians, administrators, unions, information, technology, many publics and communities. To assume that there are costs and benefits related to the organization itself (i.e., the library) apart from the aspects mentioned above is to fall victim to reification. Libraries are societal resources; they are situated in a rapidly changing social scene. The decisions which librarians make about unionization and collective bargaining will inevitably become part of this *mélange* of change.

In the midst of such kaleidoscopic social change, cost/benefit analyses of unionization and ultimately of collective bargaining as occupational and organizational phenomena might provide major assistance to bewildered librarians. Such analyses could become not only an integral part of the life choices made by individual librarians, but also a significant ingredient in the community's decision- and policy-making processes. Cost/benefit studies which could serve in these capacities would have to eschew any narrow quantification. Quantification or the costing of items in monetary terms need be only one part of sophisticated analysis. The values and beliefs which the community

and individuals wish to see preserved or confirmed in practice invariably must be included in a rigorous analysis of a complex social issue such as unionization. We have tried to indicate in this study some of the matters which would need to be considered in a cost/benefit analysis of library unionization—from union dues to professional issues, from the legislative climate to the psychology of library administrators, and so on. Obviously, far more work needs to be done; we have done no more than suggest an area for serious research. One thing, however, is certain in these perilous times for our public institutions and for education itself: efforts to bring rationality and (ideally) reason itself into decision-making processes affecting librarians and libraries can have only beneficial results.

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Professionalism v. Unionism

GAIL ANN SCHLACHTER

ORGANIZATION is not new to professional groups; professionals have long realized its importance. In fact, the presence of an association is generally accepted as one of the basic characteristics of professionalism.¹ Professional organizations have been established to perform one or more of the following functions: to facilitate social fraternization; to promote occupational identification; to raise the profession's status; to further professional objectives by self-regulation and entry restrictions; and/or to improve the members' economic conditions.² Over the years, these organizations have taken many different forms. Modifying a classification devised by George Strauss,³ three main categories can be identified: (1) *professional societies*, concerned with the advancement of knowledge and/or professional interests; (2) *quasi-unions*, associations with a professional base and job-oriented interests; and (3) *unions*, which concentrate on the economic situation of their members.

Professional employees traditionally have chosen to join professional societies and to negotiate individually. In recent years, however, this arrangement has been challenged in several ways:

- 1) They [the professional employees] have been unable on occasion to negotiate individually the kind of wages, benefits, and working conditions they desire;
- 2) their frustrations in improving their economic and professional status have been compounded where they have been employed by a nonprofit organization and government, both of which make budget decisions far removed from labor relations considerations;
- 3) their professionalism has been challenged in large organizations which are impersonal and whose decisions are inaccessible.⁴

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As a result, many of these professionals have elected to try a collective, more militant approach. Some have chosen to join unions to obtain improved conditions. Airline pilots, journalists and performing artists, for example, have been highly organized for some time. Other groups such as teachers and nurses have affiliated with quasi-unions.

Unlike these groups, librarians have had a long and fairly consistent history of bargaining individually and emphasizing professional society membership. Although unions have operated in the library field since 1914, librarians remain relatively unorganized. In large part, librarians have shied away from union activity because they question its compatibility with their standards of professionalism. In the literature, this concern has focused on several major areas: the appropriateness of collective bargaining, the professionalism of union membership, the success of unions in organizing professionals, the split which unions can cause among professionals within the same organization, the problem of striking, the ability of unions to understand professional as well as economic needs, and the value of unions compared to quasi-unions. Each of these areas of concern is elaborated upon and examined below.

IS COLLECTIVE BARGAINING NECESSARY?

In the past, many professional workers have argued that collective bargaining associations—particularly unions—are unnecessary. Using a kind of “rugged individualism” philosophy, they contend that because of their advanced training and relative scarcity in the labor force, they can more effectively secure better employment situations independently than they can collectively. They view collective action as incompatible with professional status, arguing that: “An individual is entirely responsible for his own actions and that success and failure are objective criteria of competency. . . . Only the incompetent or those who lack ambition rely on group action and explicit rules concerning salaries and conditions of employment.”⁵ Within the library field, the same arguments have been made. Keith Cottam has claimed: “A librarian will generally earn what he is willing to work for, and there are few limitations for librarians with sufficient education and with the wisdom of experience and ambition.”⁶

In the last decade, however, changes in the labor market have affected professional workers’ individual bargaining power. The number of professional workers in the labor force has steadily increased, while the proportionate demand for these workers has

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declined; the library field has not been spared.⁷ As the supply of salaried professional workers increases, the professional's ability to secure satisfactory working and professional conditions through traditional independent action decreases. Unable to depend upon scarcity and uniqueness to guarantee favorable bargaining positions, many professionals have become interested in and felt the need for associations which engage in collective bargaining.

In his article on negotiations among academic librarians, Robert Haro comments on this change in the library field:

Librarians are coming to the conclusion that they cannot continue the passive attitude of relying solely upon official bodies to correct . . . conditions, but that they must join together in vigorous effort to affect needed changes. . . . Collective action and professional negotiations appear to be the methods of securing these goals that an increasing number of librarians are beginning to consider and utilize.⁸

Haro's estimate of librarians' willingness to accept collective action is substantiated by several recently conducted studies of librarians and library school students. Vignone found that there was a general feeling among Pennsylvania librarians that collective bargaining by that group would not be condemned by public sentiment as being unprofessional.⁹ Guyton reported that 97 percent of surveyed Southern California public librarians agreed there should be "at least one organization which looks out for the job . . . interests of the members of the occupation."¹⁰ Academic librarians in the Midwest indicated overwhelming support for the concept of collective bargaining.¹¹ Similarly, library school students at the University of North Carolina and the University of Southern California rejected the notion that "I can do better by negotiating independently than collectively for my salary as a librarian."¹² Thus, the concern in 1976 appears not to be whether librarians are interested in collective bargaining, but, as American Library Association (ALA) Executive Director Robert Wedgworth contends, under the auspices of which organization it should take place.¹³

IS UNION MEMBERSHIP UNPROFESSIONAL?

Milton J. Ferguson, addressing an ALA conference, warned, "When, if ever, unionism comes into the library, then we will lower our standards, our morale, our self-respect and our appeal to those

we serve . . . [unionization] is flatly opposed to the principles which have made American librarianship a useful and proud service."¹⁴ Many professionals fear the trend toward trade unionism. The term *unionized*, applied to their group, inevitably disturbs them.¹⁵ They argue that it is unprofessional to affiliate. Unions use tactics associated with laborer and radical groups and, consequently, reduce the prestige that a profession enjoys. Kleingartner points out: "For many salaried professionals, the status costs associated with union membership could not be repaid by any gains the union could provide."¹⁶

It is difficult to examine whether it is unprofessional for librarians to unionize since there is no agreement on the field's attainment of professional status; after more than 100 years of continual discussion in the literature, no consensus has been reached. There are those who see librarians as nothing more than glorified clerks. Paul Dunkin decided that librarians are about as professional as grocers.¹⁷ Gwinup agrees that "librarians have no profession," explaining:

The very expression *professional* librarian, used principally by librarians themselves, is clear evidence of an unfavorable popular conception. If the expression seems to make some sense, it is only because the public generally does not differentiate between a librarian and any other person working in the library. The expression *professional* physician, *professional* lawyer, *professional* nurse, and *professional* school teacher do not make sense and, in fact, have a strong element of redundancy.¹⁸

Louis Vagianos argues that librarians should stop seeking the label "professional" and accept "skilled service worker."¹⁹ Goode, analyzing the field from the point of view of a sociologist, concludes that librarianship (along with nursery-school teaching and podiatry) is inherently incapable of attaining full professional status, because clients tell librarians what their needs are, while in a true profession, the needs of the clients are determined by the professional.²⁰

Others take a more positive view of the professional status of librarianship. Dale Shaffer, measuring librarianship against a list of criteria for professional status extracted from more than 200 articles on the subject, concludes that librarians are moving toward, but have not yet attained, professionalism.²¹ Harold Lancour and Bundy and Wasserman have separately maintained that librarianship is a profession, but only marginally.²² Melvil Dewey, as early as 1876, stated without hesitation that librarians are "professional";²³ and Rangan-

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athan, a respected scholar in the field, concluded that librarianship is a profession because it possesses the traditional attributes of professionalism.²⁴

The controversy remains unresolved. If, of course, librarianship is not a profession, there is no need to consider the relationship between library union membership and professionalism. If, however, it is accepted that librarianship is more than an occupation, the professional validity of unionization must be considered. Assuming that librarianship is a profession, one should consider next whether or not unionization is antithetical to professionalism.

The social atmosphere in which professionals find themselves is increasingly tolerant of collective bargaining organizations. Bakke, reflecting on the future of bargaining in the public sector, concluded: "Direct action and coercive mass pressure, once thought to be a tactic used only by laboring people and communists, is becoming an acceptable approach to upper middle-class people who cannot realize their desires by the use of orthodox methods."²⁵ Many different groups in American society are finding that, in the "interest of equity," it is necessary to develop bargaining organizations to function successfully.²⁶ Blacks are bargaining with whites; tenants are bargaining with their landlords; welfare recipients are bargaining with their agencies; students are bargaining with their colleges; even priests are bargaining with the church.²⁷ Bernstein observes that over the long run, unions have become increasingly accepted institutions in American society—in the law, with employers, in the community, etc. Hence, the act of joining a union has gained growing respectability.²⁸

Professionals are recognizing, along with the rest of society, that protective organizations (like unions) are not only acceptable, but necessary. As the Swedish Confederation for Professional Associations pointed out: "It is, after all, quite a natural thing in itself that a social group should be compelled to organize in a society in which all other groups are organized. Otherwise, it risks being discarded and forgotten."²⁹

Within the library field there appears to be growing acceptance of the union as an organizational option for professionals. More than 80 percent of the public librarians surveyed by Guyton disagreed with the statement, "It is impossible for a librarian to belong to a union, and at the same time to maintain the standards of his profession."³⁰ Similarly, the majority of library school students at the University of North Carolina and the University of Southern California rejected

the statements: "It would be unprofessional for me to join a labor organization," and "It would lower the prestige of the field if librarians were to unionize."³¹

CAN UNIONS ORGANIZE PROFESSIONALS?

Many writers maintain that although union membership per se may not violate professional standards, unions have nonetheless been unsuccessful in organizing professionals. Labeled as blue-collar organizations, unions are argued to be unappealing to professional groups such as librarians. A common attitude is that "unions and collective bargaining are fine for manual workers, but they won't work for professionals."³² Martha Boaz reflected the feelings of some librarians when she said, "This is not to say that labor unions may not still be the answer for the uneducated man who because of his lack of education and status is unable to fend for himself, but librarians hold at least two degrees . . . they are intelligent enough to conduct their own affairs."³³

It is true that unions traditionally drew their strength from mining, manufacturing, railroad, and construction workers and thus derived their blue-collar image. It is not true, however, that professionals remain unilaterally aloof from unions. The Department of Labor reported in 1973 that of the 21 million members of unions or employee organizations in the United States engaged in collective bargaining, 3 million belonged to professional or technical fields.³⁴ According to Aussieker and Garbarino, that means that 20 percent of all professional and technical workers are now in collective bargaining organizations.³⁵ Journalists, performing artists, teachers, pilots, and engineers have responded favorably to unionization; and social workers, policemen, and other public service personnel have expressed growing interest in union membership.³⁶

Although there has been considerable union activity among librarians abroad (particularly in Sweden and Great Britain), library unions have not been particularly successful in the United States. Unions began organizing American librarians as early as 1914; by 1919 there were five library unions.³⁷ After two decades (despite the depression) the union picture had not changed; Berelson reported only 700 librarians unionized at 6 work locations in 1939.³⁸ Between the 1930s and 1960s, paralleling a calm within the public sector, there was little union activity in the library field. Since 1965, with the establishment of the first of a new breed of library unions at the University of

California at Berkeley, union drives have accelerated.³⁹ Unions are now represented in all types and sizes of libraries.⁴⁰

The extent of this most recent union movement in the library field is difficult to determine. Unlike earlier union activity—comprehensively described by Berelson in 1939 and by Clopine in 1951⁴¹—there is no comprehensive statistical study of the current situation. Consequently, quantifying the level of library unionization becomes something of an academic numbers game. The literature is replete with divergent and occasionally inconsistent figures on the prevalence of bargaining organizations. Depending on the source, the growth of unionism is described as fast or slow, and its extent as sizable or limited. According to ALA, “unionization of professional librarians has not increased as rapidly as predicted a few years ago.”⁴² Hopkins sees unions in the library field undergoing a period of “accelerated growth,” whereas the *Library Journal* reports that “unionization in public libraries is inching along.”⁴³ Based on the few surveys reported in the literature, unionization does not seem widespread. For example, the author discovered only 3 unions at the 164 midwestern academic institutions examined in 1970.⁴⁴ Guyton was able to locate only twenty-six public libraries where professionals or nonprofessionals were known to be unionized.⁴⁵ A 1974 survey of 375 New Jersey libraries found only 17 with collective bargaining agreements.⁴⁶ Thus, while precise figures are not available on the number of librarians who are in unions or covered by collective bargaining agreements, it appears that the organizing of librarians does not match union successes in other professional areas.

Over the years librarians' interest in union membership has remained remarkably constant. Of the 550 public, academic and special librarians responding to a readers' poll in 1940, only 32 percent were in favor of joining a union.⁴⁷ Bryan's 1952 study of public librarians revealed a similar, although slightly smaller, level of interest: she found that one out of five librarians would join a union.⁴⁸ A more recent survey, conducted in 1968 by ALA's Staff Organizations Round Table (SORT) to ascertain the opinions regarding collective bargaining and unionization of the employees of the 150 SORT member libraries, reported that 37 percent of the respondents would react positively to union membership appeals.⁴⁹ The author's 1970 survey of 710 academic librarians in the Midwest revealed that 37 percent would probably or definitely join a union.⁵⁰ In a later survey of library school students at the University of Southern California, the author found the same support: 38 percent of the students agreed

with the statement "If there were a union local at the library where I was working, I would be willing to join."⁵¹ Replicating this student survey at the University of North Carolina's Library School, McKenzie obtained almost identical results.⁵² In the near future, however, librarians are expected to become more interested in unions (or other collective bargaining associations). The same factors which created a favorable climate for collective bargaining among nurses and teachers—employment concentration, economic imbalance, limited job advancement, and job insecurity—are increasingly characteristic of the field of librarianship.⁵³

DO UNIONS DESTROY HARMONY OF INTEREST?

An important tenet in professional ideology has been that a "harmony of interest" exists between professional staff and administrators. Because they operate in the same field, it is argued that these two professional groups share the same concern and interest in developing the profession; cooperation, rather than conflict, is expected to characterize their relationship. This view is illustrated by the librarians' 1938 "Code of Ethics," which states: "Each librarian should be responsible for carrying out the policies of the governing authorities and its appointed executives with a spirit of loyalty to the library. . . . Loyalty to fellow workers and a spirit of courteous cooperation, whether between individuals or between departments, are essential."⁵⁴

If harmony and loyalty between managers and professional staff are essential elements in professionalism, then any force which appears disruptive would be viewed as disloyal and therefore unprofessional. Frequently, unions are viewed as instruments which create a "damaging adversary relation with management"⁵⁵ by fostering conflict and hostility between staff professionals and administration. As a result, unions have often been considered quite unnecessary and unprofessional.⁵⁶ Various sections of the National Society of Professional Engineers' anti-union statement elaborate on the view that unions disrupt the natural harmony which exists between the professional staff and managers:

Collective bargaining for professional engineers is in conflict with the basic principles of a professional person. The individual responsibility and independent judgement required of a professional engineer are incompatible with the regimentation fundamentally inherent in unionization. . . . Collective bargaining divides the

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members of the profession into hostile groups and promotes discord among members of the same profession. . . . Constructive relations between professional engineers and management and the full development of professional engineers can best be accomplished through programs in cooperation with all elements of the engineering profession.⁵⁷

In response to these arguments, many pro-union writers have countered that conflict is inherent in any work environment and that unions do not promote the problem, but may actually prevent it. According to this view, it is managerial hierarchy rather than union activity which causes the split between professional workers and their administrators. Patricia Knapp contends that conflict between the two groups—whether or not unions are present—is unavoidable: “Whenever professionals work in the context of an organization, there is inevitable tension between the authority inherent in the form structure and procedures (i.e., the ‘rationality’ of the organization) and the authority of specialized knowledge and training (the expertise) inherent in the professional role.”⁵⁸ Jack Barbash, conceptualizing the essential nature of relationships between staff professionals and administrators, postulates that: (1) manager-employee relations inevitably generate problems, whatever the character of the work and whoever the employer; (2) these problems can be ameliorated, but never eliminated; (3) neither side can be trusted to protect the interest of the other; and (4) consequently, in the interest of equity, the only practical way to resolve the inevitable conflicts which occur between staff and administrators is to develop a mechanism through which either side can say “no” to the other.⁵⁹ In his book *Scientists in Industry*, Kornhauser argues that it is unions which can best serve as this mechanism to reduce conflict by providing a way to mesh professional employee goals (e.g., to advance the state of knowledge) with managerial goals (e.g., to produce a profit-making product).⁶⁰

DOES UNIONIZATION BRING STRIKES?

By definition, professionals offer *essential* (i.e., unique, scarce, educated) services. Consequently, they often find the concept of striking incompatible with their role in society. Professionals reason that if their skills are essential to society, then it is inappropriate voluntarily to withhold needed services out of self-interest. This sentiment is widely held throughout the library field. The author found that only one-third of the librarians surveyed in 1970 agreed that “sanctioning

strikes to obtain benefits when all other measures fail" is appropriate behavior.⁶¹ Since, as public opinion polls have consistently shown, there is a "widely shared belief that unions help cause unnecessary strikes,"⁶² many professionals have shied away from organizing for fear that, as union members, they would be locked into strike situations.

A look at the library field refutes the contention that unionization inevitably leads to work stoppages. Library unions rarely have engaged in strikes. Berelson, in his 1939 study, reported: "None of the unions use the strike as a method of advancing its interests, and most of them repudiate picketing or mass action. They work through negotiation, publicity and education, petitioning, and promotion of legislation."⁶³ Clopine, studying library unionization in 1951, also found little evidence for the often-stated fear that organized librarians would strike: "Despite frequent predictions throughout the years that unionization would bring on a wave of strikes, picketing, and demands for union shops, not a single instance of these abuses has appeared. Every union constitution has contained a clause which states explicitly that the union pledges not to strike. The commitments have been strictly observed."⁶⁴ Goldstein, in his 1968 study of collective bargaining, found that no-strike provisions were routinely included in library labor-management agreements.⁶⁵ Gardiner reported that some union contracts contain provisions for fines of up to \$500 per day to be levied on the union if its members strike.⁶⁶ The first strike by librarians in a major American library did not occur until 1968, when Local 1675 of the American Federation of State, County and Municipal Employees (AFSCME) walked off the job at the Contra Costa County (California) Public Library.⁶⁷ There have been only a few other instances of strikes in the field⁶⁸—and at least one of these strikes was conducted by librarians who did not belong to a union or any other type of employee association; the librarians at High John Branch of Prince George's South Memorial Library (Maryland) struck, in 1970, over dissatisfaction with the lack of services to "large portions of the community."⁶⁹

The argument is frequently made in the literature that the strike is not essential to collective bargaining. Industrial relations experts have suggested several alternatives to strikes which professional unions could use to influence working conditions:

1. *Direct action.* Unions can affect decisions on such topics as wages by circulating pertinent information to public officials and to the

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public itself to get results. Disruptive tactics, such as slowdowns, can bring pressures which will influence public employers. Labor unions can bring lawsuits to protect the rights of their members.⁷⁰

2. *Indirect action.* Independently, or in conjunction with other elements in the community, labor organizations can exert political pressures on public officials to gain their objectives.⁷¹
3. *Third party action.* A substitute for the strike and for unilateral determination on the part of the public employer could be the settlement of disputed issues through impartial third party intervention. This could take the form of mediation, factfinding (or advisory arbitration) or compulsory arbitration.⁷²

Although these alternatives are currently available to employees, it should be pointed out that they are rarely used. Unlike the library field, other areas have relied heavily on striking as a bargaining tactic. In 1919, 20 percent of the work force was on strike at some time during the year. There were nearly 6,000 work stoppages in 1970. Slightly fewer than 2 million workers were involved in strikes which averaged twenty-four calendar days in duration in 1972. Most of the strikes were initiated by unionized workers or over union-recognition issues.⁷³ Thus, while it is true that the strike is not an essential tool, it has been used both historically and currently in union and bargaining operations.

WILL UNIONS NEGOTIATE FOR PROFESSIONAL ISSUES?

The argument is made that unions focus only on economic goals and show little interest in professional problems. While they can successfully obtain short-run work-related benefits (such as improved wages, working conditions, fringe benefits and job security), it is contended that unions lack the experience and background to deal with longer-run professional issues (such as autonomy, occupational integrity and individual career satisfaction). ALA President Roger McDonough explained in his 1968 inaugural address: "I am not against unions per se. I don't feel that unions can, or will, exhibit the same concern for the profession that we do."⁷⁴ Expanding on this view, Boaz wrote: "In most unions, there is no place for a librarian as a professional person or for the development of specific goals of any one profession. . . . The individual librarian, in a union, becomes a member of a heterogeneous group and pursues only employee welfare for the whole group."⁷⁵ Library school students, when surveyed

in 1972 and 1974, also expressed reservations about unions' professional sensitivities. While they felt that unions could benefit librarians economically, they did not believe that they could provide professional benefits for individual librarians or the field as a whole.⁷⁶

In assessing this argument, it should be recognized that unions have recently made concerted efforts to appeal to professional employees. Labor unions need professional and other white-collar workers as members. Although union membership is at an all-time high in absolute numbers, unions are experiencing a proportional decline in their representation of the total labor force (from 25.2 percent in 1956 to 21.8 percent in 1972).⁷⁷ This decline in union membership has been caused primarily by the shift from a predominantly blue-collar labor force to one dominated by white-collar workers. Labor unions in the United States have traditionally drawn their strength from blue-collar workers; professional and other white-collar workers have consistently resisted union drives. During the past twenty years, there has been little proportional increase in white-collar membership in unions (it stands at approximately 15 percent) despite this segment's growth in the labor force.⁷⁸ Unions recognize that to remain viable, growing organizations, they must achieve greater unionization of professional and other white-collar workers. Consequently, these organizations have instituted significant changes and innovations in order to attract this group of workers.

Unions have developed new forms of organizations to accommodate professional members. Some large industrial employee organizations have established separate professional departments. For example, the United Auto Workers has set up its own Technical and Professional Employees Department. On an even larger scale, in 1967 seventeen AFL-CIO unions created a council called Scientific, Professional, and Cultural Employees (SPACE) to reflect professional employees' interests and needs.⁷⁹

A new method of organizing is also being used by the unions. The approach traditionally followed by unions to attract blue-collar members proved to be unsuccessful in organizing white-collar and professional workers. As John Livingston, organizer for the AFL-CIO, explained it, recruiting of professional employees must be done by a "high calibre staff . . . dedicated, smart and able to handle the different kinds of problems that these workers have."⁸⁰ As a result, the labor leaders appearing on the scene to organize professional workers are quite different from yesterday's stereotype of the labor boss. The

new officials are articulate, well educated, and professionally oriented.⁸¹

New arguments are also being used to explain the union's role. While organizers are still concerned with employee benefits, they also focus on professional issues. Within the library field, for example, unions have not only worked to increase wages and improve working conditions, but have lobbied for favorable library legislation and promoted continuing education.⁸² Reflecting this interest in professional issues, at least one union local representing librarians has proclaimed itself a "professional union." The Librarians Guild, a local of AFSCME representing professional librarians at various public and academic libraries in California, attempts "to promote the profession of librarianship" as well as to improve salaries and working conditions.⁸³

Kleingartner contends that unions representing professionals cannot and do not restrict their role to bargaining for work-related goals (which he labels "level I" goals). He believes instead that these unions reflect the interests and needs of their professional members by eventually working toward professional goals ("level II" goals): "In the early stages of the relationship the employee organization will typically focus primarily on achievement of level I goals. However, the logic of professionalism will not allow the protective organization to ignore for long the level II goals of its members."⁸⁴ Ida Klaus, in her description of the bargaining relationship between the United Federation of Teachers (UFT) and the New York City Board of Education, provides documentation for Kleingartner's theory. She reports that while the major thrust of the UFT over the years was on economic and work issues, the union also made substantial penetration into level II types of professional issues.⁸⁵

Within the library field, unions have negotiated primarily for short-term economic gains; no substantial attempts have been made to obtain long-term professional objectives. In separate studies, Belli and Kennelly each discovered that public and academic libraries in 1975 generally ignored professional issues.⁸⁶ This does not necessarily indicate that Kleingartner's thesis is inapplicable to the library field and that unions involving librarians will remain at level I operations. Kleingartner points out that level II goals rarely become issues or objectives until level I goals are satisfied. Since library unions are still in an incipient stage, they may not have had time to move beyond negotiations for employee benefits.

QUASI-UNIONS RATHER THAN UNIONS?

Although many writers agree that collective action among professional workers will probably increase, they claim that professional affiliation with unions probably will not. They hypothesize instead that professionals will affiliate with quasi-unions. Kleingartner argues that professional associations which have become quasi-unions have inherently more appeal to professional workers than do unions as organizations. Professional associations have had time to build up substantial membership bases and feelings of loyalty. They lack the negative connotations that professionals often associate with union activity. Although unions appealing to professional groups have made serious attempts to indicate their interest and effectiveness in these professional areas, many professional employees still feel that unions are not truly competent to deal with professional interests.⁸⁷ In fact, in the several fields where established professional associations have turned themselves into quasi-unions, they have consistently succeeded in thwarting union activity. For example, despite concentrated recruitment activities, the American Federation of Teachers has managed to enroll only one-eighth of the current membership of the National Education Association. Similarly, within the nursing profession, no association other than the American Nurses' Association—which adopted quasi-union status in the 1930s—currently represents employees to any significant extent.⁸⁸

Keith Cottam was one of the first proponents of the appropriateness of quasi-unions in the library field. He argued that “. . . strong vigorous, professional associations at the . . . state and national levels, with backbone to defend the rights of librarians . . . may be the most acceptable alternatives for those who would prefer collective action.”⁸⁹ Recent surveys of librarians and library school students indicate support for the concept of the library field represented by a quasi-union rather than by a traditional union. Guyton found that 88 percent of surveyed California public librarians supported the notion that “the American Library Association should assume a more direct role in improving salaries.”⁹⁰ The author also found substantial interest among Midwestern academic librarians in ALA's adoption of an aggressive, employee-oriented role (to increase salaries, to defend dismissed employees, to obtain sabbaticals, to increase pension benefits, etc.).⁹¹ Similar support was discovered among library school students at the University of Southern California and at the University of North Carolina: more than two-thirds of the students surveyed

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agreed that in addition to working to improve the field of librarianship professionally, ALA should engage in collective bargaining to improve the economic conditions of librarians. The students revealed that if they were to join a protective organization, they would choose an employee-oriented ALA rather than a union.⁹²

Although librarians support quasi-union operation in the field, ALA has not demonstrated interest in such a metamorphosis. Established to promote excellent library service to all, the association historically has proved reluctant to acquire employee-oriented characteristics. ALA has never served as a representative of its members in negotiations concerning compensation, benefits, or working conditions; it has paid relatively little attention to immediate job matters, concentrating instead on broad professional objectives, such as establishing standards for professional practice, accrediting library schools, holding annual conferences, and publishing journals. As Frederick Wagman explained when he was ALA president in 1965:

The ALA, quite frankly, is an association whose primary concern is with the aims, the mission, and the work of the profession. It is not organized for, or engaged in, specific undertakings to better the lot of its individual members in the hard, practical way that a labor union is, say for example, the American Federation of Teachers.⁹³

Recently, perhaps in response to increased union activity and interest in the library field, ALA has reconsidered its professional society role. Its Panel on Democratization, created to "examine the present structure of the American Library Association . . . and to make recommendations for changes,"⁹⁴ questioned whether the association's primary purpose should be library services or service to librarians—or both.⁹⁵ By 1970, ALA's Activities Committee on New Directions had decided that both objectives could, indeed, coexist:

With respect to the question of the Association's concern with the personal welfare of librarians, it is the view of the Committee that the argument on this subject, often debated in the past and based on diametrically opposed conceptions of the ALA is simplistic and spurious. ALA should be neither purely an educational organization nor an organization designed exclusively to benefit its members personally. . . . The question is not whether ALA should endeavor to improve the personal situation of its members but how.⁹⁶

Although the association has been encouraged to move in new directions, practical and philosophical considerations have been cited as problems in adopting quasi-union status. Lawrence Auld has stated:

Before ALA could assume the responsibility of a union, [some] questions . . . must be considered: the legality of collective bargaining for public employees in some states, the representation of librarians who are not ALA members and the diversity of ALA membership. A fourth question could be raised concerning the professionalization of librarians and how this would be affected by union activities on the part of ALA.⁹⁷

Furthermore, ALA's constitution does not allow for direct involvement in collective bargaining. As the Library Administrative Board of Directors observed in 1970, "The collective bargaining concept and collective bargaining laws generally preclude the membership of both managers and other personnel in the same union or bargaining group . . . constitutional provisions preclude ALA's becoming a bargaining organization within its current membership and dues structure."⁹⁸ Finally, the adoption of librarian-oriented activities would cost ALA its tax-exempt status as an educational association. For 1974-75, a loss of ALA's tax-exempt status would have eliminated access to approximately \$250,000 in endowment funds and more than one million dollars in outside funded projects.⁹⁹ Thus, as Robert Sheridan cautions, a change in ALA's role will be costly, as well as potentially beneficial, to the membership: "While it is true that Association members can count on few individual personal services or benefits, it must be remembered that the Association is now defined as a non-profit educational association to promote library service and librarianship. . . . Cost to membership versus benefits to members if this were changed would have to be very carefully examined."¹⁰⁰

ALA—unlike other professional organizations faced with union activity—has made little move toward the acquisition of quasi-union status. This hesitation to modify its organizational goals may have dramatic ramifications for the field as a whole, for it has been hypothesized that only by the adoption of union-like activities can ALA maintain organizational hegemony in the library field.¹⁰¹

Although library unions have existed for more than sixty years, it is only in the last decade that collective bargaining has emerged as a viable pattern in librarianship. The growth of unionization in the

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library field has been hindered by many factors: personality characteristics of librarians, sex composition of the field, dispersion of library locations, small size of working units, etc.

The greatest obstacle to the growth of unionization, however, has probably been librarians' attitudes toward aggressive employee organizations. Over the years, many librarians have believed that professionalism is inherently incompatible with unionism. They argue that collective bargaining for librarians is unnecessary. Furthermore, they maintain that even if such an approach were necessary, it would not be best pursued through unions. Because of their blue-collar history, unions are viewed as inappropriate for professionals. In addition, unions are accused of disrupting the work situation and causing strikes, strife and disharmony. If librarians must organize, it is argued, a union-like professional association (which understands the professional as well as the economic needs of its members) is a more acceptable vehicle than the traditional labor union.

Some of the points raised in this anti-union argument are not easily dismissed. For example, although it has been counter-argued that unions serve as mechanisms which vent natural conflicts between professionals and their managers, it has been contended with equal vigor that unions undermine the harmony of interest inherent in professional work situations. No evidence has been presented which resolves this point conclusively. Similarly, the exact relationship between the presence of unions and the inevitable execution of strikes has not been determined. Although it is true that strikes characterize many union situations, this is not always the case. In other countries, such as Sweden, unionization has not triggered widespread work stoppages; neither have strikes paralleled union activity within the American library field. Consequently, the validity of these two arguments remains open to question.

Most of the other points raised by anti-union opponents are clearly not supported by the findings of investigations recently conducted into union activities and professional needs. "Rugged individualism" has been shown currently to be ineffective as library occupational behavior. The twin components of rather limited job opportunities within the library field and the growing "organized" nature of groups in society have combined to enhance the usefulness of collective action and negotiations in the library field. Increasingly, librarians and library school students are concluding that they can do better collectively than independently.

It has been further documented that unions are no longer solely

blue-collar organizations. Unions have developed new formats and introduced new methods of organizing to appeal to professional groups. As a result of these modifications and in response to aggressive membership drives, numerous professional groups—including doctors, lawyers, and faculty—have joined union locals. Thus, recent changes in labor union activities and membership composition make it difficult to label union affiliation as unprofessional by definition. In addition, recent studies have revealed that the stereotype of union focus on solely “bread-and-butter” benefits does not hold true for professional locals. Once unions representing professional members have successfully negotiated for economic needs, they move on to professional issues. While it is true that union negotiations in the library field generally have not progressed to this second stage of bargaining, it does not follow that unions are unable to support librarians’ professional concerns. Rather, it probably reflects the fact that first-stage, work-related goals have yet to be secured adequately for librarians.

Within the library field, many factors are operating in concert to increase the likelihood that librarians will affiliate with unions. Employment concentration, economic imbalance, limited job advancement, job insecurity, union interest, and societal tolerance all contribute to an increasingly favorable climate for collective bargaining. The real question to ponder, then, is not whether unionization is unprofessional (at this point such considerations seem academic in view of professional receptiveness to collective bargaining), but rather what will be the effect of the ALA’s lack of response to increased union activity? When professional associations in other fields have faced union activity (e.g., the American Nurses’ Association and the National Education Association), they have modified their approach to include union-like activities. The American Library Association, despite encouragement from its Panel on Democratization and its Activities Committee on New Directions, has consistently hesitated to acquire quasi-union status. Legal, philosophical, financial, and organizational considerations are cited as explanations for ALA’s reluctance to adopt this new role. Even if ALA were now to reverse its stand and develop a collective bargaining program, this change would most likely prove to be too late to be effective. Through indecision and hesitation, ALA has probably lost the opportunity to channel collective bargaining activity through its own organization. Thus, unlike nursing and teaching, organizational hegemony may very well shift from the professional association to the labor union in the library field.

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Librarians and Independent Unions

JOSEPH KRISLOV

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TRADE UNIONISM in the United States is usually identified with organizations affiliated with the American Federation of Labor-Congress of Industrial Organizations (AFL-CIO). That federation, which includes approximately 110 national unions, was formed in 1955 as the result of a merger of the American Federation of Labor and the Congress of Industrial Organizations. In the early 1970s the AFL-CIO's combined membership represented more than three-fourths of the approximately 20 million employees in the United States who were members of employee organizations.¹

Some unions have never affiliated with a federation.² Others have withdrawn from a federation, functioned as an independent group, and then reaffiliated at a propitious time. Some employee organizations (particularly in the public sector) have shunned the union label, preferring to be called "associations." The National Education Association (NEA), with 1.1 million members among primary and secondary school teachers, is the largest of the independent nonunion employee organizations. State employees, nurses, police, professors, and municipal workers are examples of other employee groups that have formed and sustained independent associations.³

These nonaffiliated public employee associations often proclaimed that they were not unions. They rejected written agreements, bargaining, grievance handling, and striking. Instead, they relied on legislation, with efforts at establishing standards, civil service protection, retirement protection, wage improvement, and research.⁴ The difference between these organizations and unions has narrowed in the past decade because the associations have adopted union goals and tactics, including the strike. Nevertheless, it is important to

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explore the reasons for the more conservative attitudes among association members.

A key factor in the conservative orientation of public employees is a combination of social and psychological attitudes. Many public employees are recruited from the middle class, and are often white-collar workers who feel that union membership is acceptable for other workers but not for them. Prestige- and status-oriented, many of these employees identify with management and expect promotion and advancement. They are therefore reluctant to join a union, which they perceive as being hostile to management.⁵

The mystique of professionalism and public employment also contributes to the development of conservative attitudes. Many occupational groups in public employment require members to have college degrees or some advanced schooling. Trained as specialists and taught to rely on their own efforts, many public employees have confidence in their individual abilities to prosper.

The public employee's commitment to the employing unit's mission is also a factor in his or her support for the more conservative association. Because they perform vital and personal services, some employees identify completely with their assignments. Nurses, teachers, and policemen are often so dedicated to their assignments that they are willing to tolerate adverse wage and employment conditions.

The role of supervisory influence in promoting conservative attitudes among public employees is often neglected. Supervisors are often leaders in the formation and development of associations because they have leadership skills and considerable work experience. Their presence in associations often limits the development of more aggressive programs, particularly grievance handling. It is also possible, as charged by public employee union leaders, that some associations are so controlled by supervisors that rank-and-file members are basically ignored.

Financial support of an association by its members is typically modest, compared to support of unions. The independent association has no affiliation fees and no ties beyond its membership. Without contracts and grievances, it has fewer service commitments than unions. As a result, an association's dues are typically less than one-half of a union's dues. Many government employees welcome the financial savings. Turnover among government employees is high, and many do not contemplate a long tenure; consequently, they hesitate to make any substantial financial contributions and find the association's limited dues attractive.

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The willingness of various associations to adopt union techniques means that the distinction between unions and associations has been blurring and probably will become increasingly vague. Indeed, these associations have been termed "near-unions."⁶ It therefore seems appropriate to regard the various associations recruiting librarians as potential sources of "union-like" activity. This article will explore the present activities of non-AFL-CIO-affiliated organizations with membership among librarians and analyze their potential as spokesmen for librarians.

THE AMERICAN LIBRARY ASSOCIATION

The American Library Association (ALA), an old and well-established organization, is currently celebrating its centennial year. Traditionally, ALA has promoted quality library services and research in librarianship, and has attempted to maintain standards of professional education by accrediting graduate library science programs. It has never sought to represent librarians in collective bargaining, but has not opposed bargaining. Indeed, the ALA's Library Administrative Division adopted a policy statement in 1970 which pledged: (1) to encourage passage of laws as a framework for collective bargaining, and (2) to inform and assist all interested parties in developing the capacity to engage in collective bargaining.⁷

ALA's membership is not limited to rank-and-file librarians; it includes institutional members and anyone interested in libraries. In a typical year the ALA enrolls about 5,000 institutional members (usually libraries) and between 25,000 and 30,000 individual members. Approximately two-thirds of the individual members are active, full-time working librarians; the remainder are either library students, retired or inactive members, library trustees, teachers of library science or friends of libraries. Only one of every seven working librarians, therefore, belongs to ALA in a given year.⁸

Because ALA's membership embraces the working librarian, the library's administrative staff, trustees, libraries, and even library benefactors, it seems unlikely that it (or any of its units) could become a collective bargaining agent. Substantial constitutional changes would be necessary to effect such a transformation. Before these changes could be made, the rank-and-file librarian's influence would have to increase. Individuals interested in collective bargaining are more likely to join or establish other organizations to further their goals before attempting to transform ALA. As a result, it does not appear

probable that ALA will emulate NEA or other organizations (the American Nurses' Association, the American Association of University Professors, and various state employee associations) that have embraced collective bargaining.

Despite its nonparticipation in collective bargaining, ALA has not been insensitive to the individual librarian's problems. It has long been interested in intellectual freedom and has a standing committee to investigate alleged violations of its standards. In 1971, ALA established a Staff Committee on Mediation, Arbitration and Inquiry (SCMAI) to investigate questions of tenure, status, fair employment practices, due process, and intellectual freedom. After investigating a complaint, SCMAI may recommend that the ALA Executive Board invoke sanctions against the party in violation of an ALA-approved policy.

Individuals who have a complaint are asked to complete a three-page request for action, supplying the specific details of the complaint and the resolution desired. In 1973 and 1974, approximately forty such specific requests were received by the committee; additional letters or communications were received without any action requested. About seventeen complaints were still pending in May 1975. Termination and tenure problems predominated among these seventeen cases, and almost all of these requests for action came from individuals employed in academic or public libraries.⁹ In July 1974 ALA adopted a new statement on "Security of Employment in Libraries," and SCMAI has encouraged libraries to establish termination policies to minimize disputes in this area.

If the complaint cannot be resolved by correspondence and informal methods, SCMAI appoints an investigating team which conducts a formal hearing. Only a few cases have necessitated formal inquiries, but several have attracted considerable attention,¹⁰ and one library has been censured. During the first five months of 1975, only six requests for action were received. In view of the recession and the current budget difficulties of libraries, ALA staff members had anticipated a sharp rise in the number of requests.

The SCMAI program represents a collective effort to achieve employment standards for libraries. While still in its infancy, SCMAI's effectiveness will probably be limited to small and medium-sized libraries. Employees in larger units will probably seek redress directly with their employer or by appealing to a government agency, particularly to labor boards having jurisdiction over public employees.

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THE NATIONAL EDUCATION ASSOCIATION

Public school librarians have been members of NEA for many years. At the elementary and secondary school levels, school librarians typically found the local educational association the only organization specifically interested in their job problems. As a result, participation in local NEA affiliates became an acceptable professional activity. School librarians were welcomed by the local educational associations, and the national organization recognized the librarians' position by establishing a department exclusively devoted to their interests.

No specific data are available indicating NEA membership among school librarians. Assuming that NEA's proportion of membership among teachers prevails among school librarians, it can be concluded that more than 40,000 of the 55,000 school librarians are NEA members. This estimate suggests that NEA has enrolled more working librarians than any other organization.

When NEA embraced collective bargaining during the 1960s, school librarians automatically participated. A 1968 survey of 2,605 educational systems indicated that 978 had negotiated collective bargaining contracts with NEA units. School librarians were covered by virtually all of these contracts.¹¹

The NEA contracts examined by the authors contain very few clauses which pertain exclusively to librarians. Only two of the eight contracts include such clauses. The Akron (Ohio) Teachers Agreement spells out a librarian's duties, listing twenty-three specific responsibilities. That agreement and a Milwaukee agreement also specify which support personnel are to be assigned to a librarian. The librarian's lack of visibility is apparent in an examination of 754 reported arbitration awards published by the American Arbitration Association in a three-year period. Librarians and library employees were grievants in seven cases, but only two of these involved an NEA affiliate. None of the seven cases raised issues that were peculiar to librarians.

The school librarians' role in collective bargaining in local NEA units is not entirely clear. The authors have been informed that school librarians are active, perhaps disproportionately active, in leadership roles in local units. Nevertheless, the absence of specific clauses regarding arbitration involving librarians suggests that they may not have many specific job interests that differ substantially from those of the classroom teachers.

NEA membership among librarians in educational units also ex-

tends to community colleges and universities. NEA units have been successful in community colleges, but have been less successful in recruiting four-year institutions. It is widely predicted that faculty in four-year colleges and universities will continue to seek collective bargaining. If the NEA's success rate is not improved, the organization's importance as a spokesman for university faculty will diminish.

Little is known about the status and role of librarians in NEA units at the college level. A study of the occupations included in faculty bargaining units indicates that librarians were included in two-thirds of NEA's college contracts.¹² The Pennsylvania State College System contract, which includes librarians, recognizes that some have faculty status and others do not. The Pennsylvania contract also provides for a 35-hour work week; the employee organization is required by the contract to conduct an election among the librarians to designate a representative, who serves as that group's spokesman. Coverage under this agreement has led to changes in roles for librarians, and was discussed extensively in an issue of *College & Research Libraries*.¹³

A merger of the NEA and the AFL-CIO-affiliated American Federation of Teachers (AFT) has been under discussion for many years. Indeed, some of the subordinate units of these two organizations have merged, and others have entered into a number of cooperative arrangements. Even if the two organizations do not ultimately merge, it seems clear that the difference between "affiliated" unionism and "independent" unionism is narrowing among teachers; of course, if this difference is narrowing for teachers, it is narrowing for librarians.

THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

Academic librarians have affiliated with the American Association of University Professors (AAUP) for many years. In 1958, for example, it was reported that 738 academic librarians had joined AAUP. In 1973, AAUP librarian-membership was reported at 1,952, or almost one-tenth of the academic librarians.¹⁴

The AAUP is a very recent convert to collective bargaining; the association's endorsement was made at its 1972 convention. Nevertheless, in late 1975 it claimed to represent about 18,000 faculty members in 35 institutions. There is little doubt that AAUP units will continue to seek collective bargaining, and that the number of units will increase.

Librarians have not always received a cordial welcome from AAUP local chapters. Indeed, some chapters have made no effort to recruit

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librarians and assist them. The ALA's Association of College and Research Libraries (ACRL) launched a major program during the 1950s to achieve faculty status for college librarians. The AAUP adopted ACRL's position at the 1972 convention. Despite the 1972 affirmation, AAUP units have obtained, and probably will continue to obtain, bargaining rights for teaching faculty which exclude university librarians; examples include the University of Delaware contract and the 1975 bargaining unit certified at Boston University. Nevertheless, the previously cited study of occupational inclusions in faculty contracts indicates that librarians were included in 80 percent of those studied.¹⁵

The few AAUP contracts available to the authors show the same pattern as noted previously. Some say little about librarians, while others are quite detailed. The Eastern Michigan University agreement includes "librarians with faculty status" as part of the collective bargaining unit and establishes a 37½-hour work week, but contains no other reference to librarians. The Temple University contract, on the other hand, has six pages detailing the procedures for appointment, promotion, and termination, in addition to several other references including a special sick-leave policy, a special work week section, and a special provision for library chairpersons.

Interviews with a few AAUP local chapter leaders and librarians in these units suggest that librarians are generally satisfied with AAUP representation. The librarians' desire for full faculty status (including the coveted three months' summer vacation) remains a distant goal in most academic institutions. Although some AAUP local units are willing to pursue this goal, they encounter some faculty reluctance and considerable administrative opposition.

A detailed account of the experience of librarians in Wayne State University's AAUP unit has been written by a library administrator. He concludes that librarians have benefited from their AAUP affiliation, but suggests that librarians have not been particularly active in pursuing their objectives.¹⁶

THE PUBLIC EMPLOYEE ASSOCIATION

Librarians employed by the state libraries in at least two states—Oregon and Massachusetts—are covered by collective bargaining agreements. State employee associations in these two states are recognized as the bargaining agents for most employees and have negotiated general agreements covering them. Individual state agen-

cies may negotiate separate supplementary agreements. The Oregon State Library agreement includes: (1) a management rights and no-strike clause; (2) a negotiating procedure clause; (3) an arbitration provision; (4) job classification, position description, and performance appraisal provisions; (5) a provision mandating employer support for professional development; (6) provisions regarding personal files and access to them; (7) work scheduling provisions; and (8) numerous ancillary benefit provisions, including call-in pay, overtime, rest periods, restrooms, maternity leave, and temperature maintenance.¹⁷

Librarians in local governments may join municipal associations or local units of a state employee association; little is known about labor relations in these units. In New York state, librarians in small cities and in counties have joined local units of the Civil Service Employee Association. In several New England states and in California, local librarians are undoubtedly affiliated with municipal employee associations. Copies of a few of the contracts have been made available to the authors.¹⁸ Except for the recognition provision, which indicates that librarians are covered by the agreement, there are few clauses which apply solely to librarians. It seems reasonable, therefore, to conclude that the librarians in these units are not particularly active in pursuing their own goals.

THE LOCAL INDEPENDENT

A local independent employee organization has always had great difficulty. Potential leaders will be reluctant to shoulder the responsibilities and risks in developing the organization. The local independent typically will not be able to obtain advice from either national or local union leaders. Manpower and financial support in organizing and negotiating will not be readily available. Any assistance that a local group needs will have to be paid for by the members—often at a very high price. Once organized, some independents have difficulties maintaining membership interest, and are short-lived.

Nevertheless, there are a number of local independent associations of librarians. Organized separately from other occupational groups and zealously guarding their independence, these associations probably exist in about a dozen cities. Many have casual, informal relationships with their library board. Others have secured some form of recognition, and a few have even secured a bargaining agreement. Associations in Boston, Detroit, Buffalo, and Youngstown (Ohio) are

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the largest such units with contracts. The existing literature and the authors' contacts with some of the parties in each of these organizations suggest that these associations are likely to survive.¹⁹

Two associations share recognition among Detroit librarians. The larger group, the Professional Organization of Librarians, recruits membership among working librarians, while the Association of Professional Librarians recruits members among "all chiefs of departments and coordinators of major activities." Separate representation for department heads is not duplicated elsewhere; contracts in other cities, as well as in Detroit, exclude the library director and other key supervisory personnel from the bargaining unit.

In addition to a recognition clause, the five contracts in the Detroit, Boston, Buffalo and Youngstown libraries contain clauses typically found in union contracts. All have detailed grievance procedure provisions, culminating in arbitration by a mutually acceptable third party. Four of the five contracts include a management rights clause and a no-strike clause. Only two provide for dues check-off, and only one (Boston) has any form of union security (an agency service-fee arrangement).

An examination of the five contracts quickly confirms that the covered employees are professionals. Two contracts provide for meetings of a staff-management committee that apparently discusses virtually anything associated with the library. Three contracts contain clauses mandating support of professional development, including tuition refunds, leaves for seminars and meetings, and in-service training programs. A sabbatical leave, available after seven years' service and compensated at one-half salary, is provided by one library to "encourage professional and educational development." Four of the five contracts indicate that merit, as well as seniority, is to be considered for promotion; one contract provides that where "qualifications and ability are relatively equal," seniority shall prevail. Lastly, three contracts include sections spelling out what may be placed in an employee's personal file, and when an employee will have access to that file.

Membership among Boston librarians is virtually complete, but a handful have elected to pay the service fee rather than affiliate. Two of the remaining four organizations reported 90 percent membership, while the other two reported enrolling approximately two-thirds of their potential memberships.

The development of the Detroit, Buffalo, and Youngstown collective bargaining relationships has been reported elsewhere.²⁰ Because

there has been no similar account of the Boston experience,²¹ a limited number of interviews were conducted among management and association leaders there.

Assistance from a local law firm was crucial in the Boston association's development, and the firm's guidance throughout the years has been quite helpful. The law firm's charges have been modest and can be considered analogous to the per capita tax that a union local pays to its national. The likelihood of the association affiliating with a national union seems quite remote; one association representative's reaction to the possibility was that "attitudes will have to change substantially."

Association spokesmen indicated that they have had little difficulty maintaining membership interest and filling the various organizational offices—except for the presidency; even the most active association members are sometimes reluctant to assume that office. The association's meetings are well attended, and a newsletter is used to inform absent members of the association's activities.

Management and association spokesmen characterize their relationship as "normal." Management representatives suggested that some librarians were uncomfortable in the collective bargaining relationship because they were required to take positions which are in opposition to those of the management. Association representatives discounted the prevalence of this phenomenon and, in turn, indicated that the labor-management staff committee was not "particularly productive because of management's reluctance to have meaningful dialog." The management representative, however, indicated that he found the meetings fairly productive.

Association representatives indicated that negotiations and grievance handling have become more "businesslike" in recent years. Both parties indicated that two or three grievances are arbitrated yearly. Both parties seem to be quite satisfied with their experience in arbitration and regard it as a useful tool.

It seems likely that substantial numbers of librarians will join independent associations whose objectives and tactics will not differ substantially from those of AFL-CIO-affiliated unions. School librarians will affiliate with NEA; college and university librarians will affiliate with either AAUP or NEA. As a result, these two organizations will increasingly become the librarians' representatives in the educational area. Librarians in small cities and those employed by state libraries will join public employee associations. Librarians in a

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few large public libraries will be able to establish and sustain separate independent associations.²²

Because faculty members in schools and colleges, as well as nonlibrarians in cities and states, are the vast majority of employees in their respective units, librarians will not control NEA, AAUP, or public employee associations. Indeed, it is likely that the librarian will be submerged within these organizations. Sophisticated and active librarians will develop group goals and then seek to persuade the overall organization to embrace them. If these goals do not conflict with the majority's goals, there will be little difficulty in gaining organizational support. On the other hand, a goal which would benefit primarily librarians at a significant cost to other employees will encounter opposition. The librarians' position in these independent organizations is similar to that of any other occupational group in an industrial or semi-industrial union, including the major unions actively recruiting professional librarians.

It is unlikely that the few isolated independent associations of public librarians will be able to form a national organization devoted exclusively to the librarians' welfare. Even if they did, they could become the spokesmen for only a minor fraction of the public librarians and very few of the school or university librarians. It seems likely, therefore, that they will remain isolated units serving their members but barely visible as national spokesmen. Some will succumb to invitations to affiliate with more broadly based unions or associations, and some may collapse. A 1962 study of the single-firm independent union in American industry concluded that its immediate future was not auspicious.²³ A similar verdict seems appropriate for the independent library association in 1976.

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The Effect of Collective Bargaining on the Employee-Management Relationship

DENNIS CHAMOT

THE TITLE that was assigned for this article makes a very interesting, although probably unintended, point. The phrase, "employee-employer relationship" is one that I encounter very often. Stressing, in this case, the *employee-management* split neatly illustrates one of my major theses—namely, that most employed professionals lack any real authority in either professional or personnel matters. This is unfortunate. While it is obviously not inherently unprofessional to be an employee, neither does a manager, by virtue of hierarchical position alone, have any greater professional competence—although he or she does have more authority.

Without real authority, professional autonomy cannot exist, yet employed professionals today enjoy very little of it. They usually comprise a small part of a large organization or bureaucracy where most major decisions are made at higher levels, often remote from the professional's own work site. Broad areas of judgment once controlled by the professional and exercised in accordance with accepted professional standards are now sacrificed to the logic of mass organization. The individual professional has lost, or is in danger of losing, all control of the job, the nature of the work assignment, methods, pace, etc. The organization removes his or her control or so dilutes it that the individual contribution is small relative to the job and the total enterprise. Too often, the individual's advancement becomes dependent more on favoritism or politics than on professional achievement.

In this environment, it has become increasingly necessary for professional people to magnify their collective voice so that their professional and economic concerns are properly and forcefully placed before management and the general public. A very large

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number of professional people in the United States—about 3 million¹—have found that this can best be done through unions and the collective bargaining process.

The Council of AFL-CIO Unions for Professional Employees is an affiliation of approximately twenty unions that together represent more than 1 million professionals. Included in this group are musicians, actors, public school teachers, college professors, engineers, nurses, pharmacists, and social workers, among others. All have found not only that their unions have been necessary to help them to achieve adequate compensation for their professional skills, but just as importantly, that collective bargaining has been essential in helping them to exercise their professional judgment in the face of bureaucratic opposition. It might be useful at this point to define a few terms:

Union—A union is simply a voluntary association of employees who join together for the purpose of dealing with their employer over salaries, hours, and working conditions. I say “voluntary” because a union’s existence depends on the will of the membership. A majority must vote it in, and a majority can vote it out. In recent years, unionism has been the dominant force of organization for employed professionals.

Collective bargaining—According to Benjamin Solomon, collective bargaining

is the term for a broad, flexible, adaptable relationship or process involving a group of employees and an employer. It is used in a variety of occupational situations, including many professional ones. Collective bargaining simply is a way in which a group can make decisions, marshal its power, and enter into a relationship with management. The way in which the process actually works out depends on the circumstance in which it is employed. There is no uniformity among blue collar groups—railroads are different from construction which is different from manufacturing and so on. And, of course, there are important variations in the use of collective bargaining by professional groups such as school teachers, journalists, actors, and engineers and scientists—as well as variations within each of these groups. We need to look behind stereotypes and not feel bound by so-called precedents. With all due respect for the experience of others, a group should examine the possibilities of collective bargaining in terms of its own experiences, cir-

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cumstances, interests and desires. The bromides about certain inevitabilities of unionism need to be viewed with reservations.²

In other words, collective bargaining is a tool used by a union to further its goal of improving conditions for its members. Each occupation and every profession that has used it has had to fashion this tool to its own needs.

Inevitably, the formation of a union will create changes in the way things are done, especially with respect to employee input. The union exists to serve the needs of the membership—initially to correct inequities, and subsequently to handle developing problems.

Initially, before organization can occur, the biggest change for the employees involved must be psychological, the realization of the professional's true position. The employed professional believes that he/she should be accorded the respect, deference and financial rewards that are usually associated with independent practitioners, but finds in reality that treatment is far different. The mere fact that he/she is an *employee* puts him/her in the position of being a supplicant, not an equal.

The fact that supervisors also have professional training, perhaps even degrees in the same field and from the same university, cannot alter the situation. There are inherent differences of interest between employees and those who employ them. Employers must make decisions about budgets, capital construction, staffing, and so forth. These matters will take precedence in their thinking. Employees, while interested in the health and welfare of the organization, are more immediately concerned with income, working conditions, career development, and job security. Manager-professionals are managers first, as they must be. Their decisions in professional areas, therefore, will not be based on the same priorities that concern the professional employee.

This employee-manager difference is a fact of life common to most organizations large enough to have a separate manager or managerial group. It flows inevitably from the structural decision to place administrative authority in the hands of a select few. Whether employees are professionals or not, they are not a part of management if real decision-making is carried on above them. The key test does not involve simply the ability to recommend action, but whether or not decisions must be approved by superiors.

I suspect that any apprehension about unionization currently in the

minds of nonmanagement librarians revolves around the possible effects the union will have on their professional status and on their professional dealings with superiors. I see the possibility for nothing but improvements; let me explain.

One of the big differences between professional employees and all other nonmanagement workers is that professionals come to the job with the belief that they will have a major role to play in determining their work situation. Unlike the crafts or production workers, professionals expect to help to determine the problems they will work on and the approaches toward their solutions. Unfortunately, the tendency in large organizations has been to move real authority to higher and higher levels within the hierarchy, thereby effectively removing much of the discretion a professional should have to do the job properly.

Another important characteristic of true professionals is a belief in the concept of peer review. The standards of the profession should be set, and performance measured, by those who are best qualified to do so: the body of professionals in the field. In most large organizations, however, such decisions are frequently made unilaterally by management only, and are not always based on predominantly professional criteria. Specifically, the bulk of the professional staff may be uninvolved in book-purchase decisions, or in planning special services; there may be outright censorship of library material exercised by higher-ups; there may be inequities caused by improper job classifications or rank; there may be strong disagreement about budget priorities; etc.

Collective bargaining changes the relationship between professionals and management by shifting the locus of decision-making authority. Negotiations become truly bilateral; areas of concern to the employees must be considered and any differences must be resolved before a contract can be signed.

The details of any particular contract will vary from group to group, but based upon our experience with professionals in many other fields, we would assume that librarians would address both "bread and butter" issues as well as professional concerns.

Clearly, upgrading salaries will be a major goal in an occupation typified by low incomes relative to education and training. I need not dwell on this except to make a point that may not be obvious. A union is in a good position to fight against sex-related salary differences. A 1973 survey³ found that the mean salary for female librarians was only 75 percent of the mean salary for male librarians, even though

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more than three-fourths of the survey respondents were women. Clearly, such a situation should not long continue to exist after the employees themselves get in a position to influence salary policies.

The record is clear. As shown by a recent U.S. Bureau of Labor Statistics study,⁴ differences in earnings between men and women in both professional and managerial occupations were substantially smaller for union members than for nonmembers. Librarian unions will have the same effect because collectively bargained contracts invariably deal with jobs, not the gender of the people performing them. The negotiated starting salary for a particular position, for example, will be stated in the contract, and will be totally independent of the gender of the person who is eventually hired into it.

In a broader sense, the collective bargaining process yields much more than improvements in salaries and/or fringe benefits that may be better than what would have been obtained otherwise. The contract also formalizes policies and procedures. It is a legally binding document, the provisions of which cannot be changed either arbitrarily or unilaterally.

For example, the contract can deal with such subjects as job classification and promotion, all aspects of working conditions (including overtime), detailed grievance machinery for settling complaints, and purely professional issues (e.g., education leave and sabbaticals, or book-selection policies). Without a union, all of these areas are completely in the domain of management. Collective bargaining, on the other hand, requires that policies must be set with employee input.

Further emphasizing the enhanced bargaining position of a united professional staff is the provision in many contracts for third party arbitration to resolve disputes that cannot be settled by direct negotiation between management and union.

In a sense, collective bargaining requires greater efforts on the part of both management and employees. Both must define problems and interests precisely, and both must devote a certain amount of time to negotiation and administration of the contract. The changes may be just as great for librarians, who must readjust to a more active role in running the affairs of their library, as it is for managers, who must accept additional limitations on their freedom of action.

Many librarians are state or municipal employees, and in one sense, their ability to influence management decisions depends more on what happens outside the library than within it. Library budgets are limited by legislative appropriations. Furthermore, state and municipi-

pal employees are not covered by federal labor statutes but are subject to individual state laws. The scope of bargaining for some librarians may be severely limited by these laws.

In each case—budgets and labor laws—librarians need the support and help of other members of the community. Organized labor has demonstrated strong support in the past for libraries and educational institutions. A librarian union will need, and can get, the assistance of other unions for the active lobbying that is essential to obtain the best possible legislation for libraries and librarians.

A few years ago, Karl Nyren stated: "Wherever the question of unions has arisen . . . librarians feel doubtful that they can even communicate with union people."⁵ This kind of view can be very self-defeating, indeed. If librarians insist upon perpetuating false notions of collegiality with superiors and if they strive to maintain elitist barriers between themselves and their nonlibrarian fellow employees, then they are inviting disaster. It will be the other, more realistic groups which will make their gains in bargaining with management, and the librarians will be out in the cold.

It should be noted that a realistic appraisal of the situation in no way demands any reduction in professionalism on the job. Indeed, the presence of a union-negotiated, and union-backed, formal grievance system as indicated above would only help to enhance the individual's autonomy and professionalism.

Librarians are not unique. Many other professional groups have similar needs and face similar problems growing out of the employer-employee relationship, and they are working to overcome them through their unions. No less eminent a man than John Dewey held membership card number one in the American Federation of Teachers, and the famous journalist Heywood Broun helped found the Newspaper Guild. Within recent years, Charlton Heston served as president of Screen Actors Guild, and currently, the prominent actor and singer, Theodore Bikel, is president of his union, Actors Equity. In each of these cases and many more besides, such professional people and their professional unions had little difficulty joining with other AFL-CIO-affiliated groups. To quote Kleingartner and Kennelly:

Librarianship constitutes a small profession; its members are dispersed geographically and work in many different institutional settings. These and related factors undoubtedly contribute to the

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dependency of librarians on the good will of others for their job and professional enhancement. As a profession, librarianship has been less vigilant in advancing its professional interests and in developing structures for collective action in the employment relationship than is true of most salaried professions.

It seems to us that the future of employee relations in libraries will depend upon the appropriateness and success of existing and changing governance structures in libraries. It will depend on the passage of new, and changes in existing, bargaining legislation. It will depend heavily upon the extent of professionalization and the projection of this development outside the profession. It will depend upon congruence in perceptions of the nature of the profession among librarians themselves, as well as among the public at large.⁶

Most importantly, if librarians want to exert some influence on the employee-management relationship, they must first decide what they want from that relationship. They will then have to determine who is in the best position to help them, and cultivate friendships. One thing is clear: librarians are in no position to go it alone.

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Bargaining's Effect on Library Management and Operation

CAROL E. MOSS

PUBLIC EMPLOYEE unionization has grown so rapidly in the past decade that a greater proportion of public employees, as opposed to private sector employees, now belong to unions and associations. Membership in unions by public employees in the United States is rapidly approaching 5 million.¹ State and local governments alone account for 2½ million union members. The federal government has more than 1 million employees who are union members, and public education has another 1 million unionized employees. All data indicates a continuing increase in public employee organizing.

GROWTH OF UNIONISM IN THE PUBLIC SECTOR

A few employee groups such as postal employees, teachers and law enforcement workers have had organizations with deep historical roots dating back to the 1930s, but their early development was very slow. The recent spread of unionism among government civil employees and teachers, however, is a partial answer to the old question of whether substantial numbers of white-collar employees can be unionized. While it is true that much of the growth of public sector unionism has been among blue-collar employees, some important footholds have been gained among white-collar workers and professionals. This is due primarily to the fact that teachers comprise the largest unionized group because they represent 25 percent of all public employees at the local and state level.² Teachers are proving that they have power and are capable of using it to advantage.

Nurses and social workers, particularly in the big cities, are now making demands and extending their unionism. In spite of legislation encouraging employees in public employment to establish collective

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bargaining relationships, many groups of workers still remain outside the area of protected collective bargaining activity. The rapid growth of unionization among teachers, nurses, and social workers has all but hidden the union organizing attempts in the quasi-public employment field. A quasi-public institution is one which is associated with a public endeavor but is a private corporate institution supported in part by public funds. The cultural institutions in New York, including the zoological societies, botanical gardens, museums, and libraries, come under this definition. One of the early efforts in New York to organize library employees and, in particular, the professional librarian classification merits comment.

The American Federation of State, County and Municipal Employees (AFSCME) started an organizing campaign at the Brooklyn Public Library in early 1966.³ In autumn of that year, an election was conducted among two separate units of employees. The first unit was composed of all professional librarians except the major administrative officers of the library. The second unit was composed mainly of the clerical and maintenance staffs. While the union did not achieve the resounding results it had hoped for, it did obtain the required majority in each election unit.

Immediately following the election the union asked for a procedure to be instituted which would facilitate dues collection among the employees and for a formalized grievance procedure. In January 1967, a preliminary set of demands was submitted to the administration in addition to requests for the dues and grievance procedures. These included the benefits which had been enjoyed by the long-established Brooklyn Public Library Staff Association: (1) use of library bulletin boards to publicize union activity; (2) use of the internal branch mail system to distribute union material; (3) distribution by the library of union literature and an application for membership to all new employees; and (4) use of working time and library facilities to conduct union business.

The library resisted these requests because of the obvious encroachment that their granting would have on service to the public. Of equal importance was the fact that the granting of these privileges would, in effect, make the library administration an agent of the union in conducting union affairs, communication with members, and recruiting new members. During the negotiations it was particularly difficult to convince the union representatives that the union was not the staff association, but was instead a new entity which had a

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separate and distinct legal relationship to the library and its employees.

The Los Angeles County Public Library System became unionized in 1970. Both AFSCME and the Los Angeles County Employees Association (LACEA) competed for membership. LACEA won the right to be on the "Librarian" election ballot in a hearing before the County Employee Relations Commission (CERCOM).

There were two classes of voters in the election: librarians and library assistants (library assistants were considered nonprofessional according to the County Employee Relations Ordinance definition). The three issues on the ballot were: (1) Should LACEA be designated as the library's negotiating representative? (2) Should library assistants be included in the librarians' unit? (Only librarians could vote on this issue.) (3) Should "no" organization be designated as the certified unit?

There was an estimated turnout of over 70 percent of those eligible to vote—60 percent was necessary for the election to be valid. A strictly supervised secret ballot election was held under the auspices of the County Registrar of Voters. The unit chose LACEA as their certified "bargaining" representative by a vote of 234 to 33. The professional librarians voted 110 to 37 to include the class of library assistant in the librarians' unit.

Early in 1970 the work of hammering out the first union agreement with the Los Angeles County Librarians Unit began in earnest. The major point of contention during the long months of negotiations was premium pay for overtime. Finally, in November 1970, the first Memorandum of Understanding (MOU) was signed. It was ratified by the Board of Supervisors on November 17, 1970, with the stipulation that the subject of overtime be submitted to factfinding. This issue was resolved, at least for the 1970/71 fiscal year, in February 1971 with the signed understanding, following the factfinder's recommendations, that:

Notwithstanding the provisions of Article IX of the Memorandum of Understanding for the Librarians Unit, employees on the payroll as of November 17, 1970 will not be required to work on Sunday, except where such Sunday work exceeds their regular 40-hour week, and on such occasions the employees shall be paid the premium rate for such Sunday work. Employees who may volunteer to work Sunday as a part of their 40-hour week will not receive

such premium pay. Any person who has sincere religious conviction will not be compelled to work hours prohibited by his religious belief.⁴

Former County Librarian, William S. Geller, in recounting the development of the union, said, "California librarians could take a perverse pride, in that formation of the County Library bargaining unit was probably the most intransigent, bitter and longest 'argument' of all 50 units in Los Angeles County."⁵ It was the last of all the units to reach agreement, a posture which caused county management to develop a new image of librarians as assertive and aggressive—much to their surprise.

LEGISLATION

FEDERAL

President Kennedy signed two Executive Orders on January 17, 1962 in response to recommendations by the Task Force on Employee-Management Relations in the Federal Service. As Ann Holland states: "Executive Order 10988, 'Employee-Management Cooperation in the Federal Service,' and its sister order Executive Order 10987, 'Agency Systems for Appeals from Adverse Actions,' have ushered in a new era in employee-management relations in the Federal service as the first major policy change in fifty years."⁶

Executive Order 10987 recognizes that it is in the public interest to provide safeguards which protect employees against unjust adverse actions, and that prompt reconsideration of protested decisions will improve employee-management relations and promote the efficiency of the service.

Executive Order 10988 proclaims that "participation of employees in the formulation and implementation of personnel policies affecting them contributes to effective conduct of public business," and that "the efficient administration of the Government and the well-being of employees require that orderly and constructive relationships be maintained between employee organizations and management officials." The order further proclaims the right of federal employees to organize.

After several years of implementation under Executive Order 10988, dissatisfaction with the order and its interpretations by federal agencies increased as collective bargaining units and agreements spread among federal employees.⁷ In September 1967, President

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Johnson appointed a panel to study the operations of Executive Order 10988. The panel was to review what the program had accomplished and in what ways it was deficient.

The report of the review panel, although never released officially by President Johnson, was issued in draft form as part of the 1968 annual report of the U.S. Department of Labor. The report contained nineteen recommendations designed to respond to complaints raised during the public hearings and to influence the course of the federal labor relations program.

Most of the recommendations of the review panel were accepted by a cabinet-level group established by President Nixon and were eventually incorporated into Executive Order 11491, effective October 29, 1969. The main changes in Executive Order 11491 were: (1) the removal of authority from the agency head, (2) an attempt to standardize the federal labor-management relations system, and (3) a closer conformity of the system to that in the private sector.

STATE

Executive Order 10988 was issued in 1962 and had a noticeable impact on state and local government. By the mid-1960s,

several states began to enact laws that showed the distinctive influence of the federal model provided by Kennedy's order. The overwhelming majority of state statutes pertaining to public employee relations have been enacted since 1965, and each year brings additional states into the picture, either through amendments or enactment of new laws.⁸

The need for determination of state policy with regard to public employee labor relations is clear. The rise in union membership and in union militancy and strikes suggest that the need for policy response exists in all of the states. State policy is needed, preferably before the problems become more acute. In the absence of legislative guidelines, some administrators have entered into bargaining arrangements which most experts would consider unwise.⁹ Because of their naïveté, they have permitted an unusually broad scope of bargaining, which may interfere with their abilities to manage. Most authorities agree that the preferred solution would be a set of guidelines developed after careful study by each state legislature for its specific situation.

There are currently forty-two states which have enacted some sort

of law requiring or permitting either negotiations or consultation between governmental authorities and public employee unions.¹⁰ There are basically two policy responses that a state legislature may consider: (1) to adopt legislation for recognition without bargaining, generally known as "meet and confer" legislation; (2) to adopt legislation authorizing and regulating collective bargaining.

The California public employees relations law is the Meyers-Milias-Brown Act, first effective in January 1968. The stated purpose of this legislation is as follows:

. . . to promote full communication between public employers and their employees by providing a reasonable method of resolving disputes regarding wages, hours, and other terms and conditions of employment between public employers and public employee organizations. It is also the purpose of this chapter to promote the improvement of personnel management and employer-employee relations within the various public agencies in the State of California by providing a uniform basis for recognizing the right of public employees to join organizations of their own choice and be represented by such organizations in their employment relationships with public agencies. Nothing contained herein shall be deemed to supersede the provisions of existing state law and the charters, ordinances, and rules of local public agencies which establish and regulate a merit or civil service system or which provide for other methods of administering employer-employee relations nor is it intended that this chapter be binding upon those public agencies which provide procedures for the administration of employer-employee relations in accordance with the provision of this chapter. This chapter is intended, instead, to strengthen merit, civil service and other methods of administering employer-employee relations through the establishment of uniform and orderly methods of communication between employees and the public agencies by which they are employed.¹¹

The Meyers-Milias-Brown Act is a "meet and confer" law; California is the largest state with it and operates without a labor board. Other provisions of the Meyers-Milias-Brown Act are that it does not contain a strike prohibition and it requires a sharing of costs between the parties for mediation.

"MEET AND CONFER" *v.* COLLECTIVE BARGAINING

Although most states, when determining positive policies in public employee labor relations, have opted for a full collective bargaining approach, some solid support exists for the "meet and confer" relationship. "Meet and confer" refers to a formalized relationship between organized employees and public management whereby the employee organization is guaranteed the right to present viewpoints to public management, and management in turn has the duty to listen. Decisions in the area of terms and conditions of employment cannot be made legally without prior consultation with labor organizations. The final decision is unilateral on the part of management, however, and is not an agreement between the parties.

As indicated previously, California is a "meet and confer" state. Legislation establishes procedures under which the employee representatives are determined. Once chosen, the representative has certain rights. The public employer is forbidden by law to change wages, benefits or working conditions without first consulting with the employee representative. If agreement is reached during this process of consultation, the two parties can put their agreement in writing. The agreement or Memorandum of Understanding is not effective, however, until the legislative body acts by statute, ordinance, or resolution on subjects requiring legislative action.

"Meet and confer" can give employees an effective voice in the determination of conditions of employment, particularly if they have an effective political voice that assures them of legislative consideration. "Meet and confer" also satisfies those who believe that collective bargaining undermines the prerogatives of management.

Unions normally dislike this approach, believing that when they sit down across the table from management, they should have powers equal to those of management. The right of petition is not the same as the right to bargain. It takes two to bargain, but only one—management—to make decisions following consultation. The unions therefore reason that as long as employees are supplicants they are in a second-class relationship. Because of union dissatisfaction with "meet and confer," it can be anticipated that unions will continue to press for full bargaining status. It is therefore advisable to give some thought to the possible temporary nature of the "meet and confer"

relationship. It might be considered as an initial stage in union-management relations.¹² In this case, it is advisable to avoid setting up conditions which might have to be undone if the relationship were to change to collective bargaining.

Collective bargaining implies bilateral decision-making. Union and management discuss terms and conditions of employment, and they must agree to the same conditions. The union voice in bargaining is as strong as that of management. A union refusal is just as final as a management refusal; either party has the power of veto over any proposal.

Management is typically more comfortable in a unilateral decision-making posture. It is much easier to direct someone what to do than to sell him on the merits of the case. It is comfortable to know that once a decision has been made, one has the authority to implement it. With the advent of the unions and collective bargaining, however, management can no longer follow the typical textbook approach to decision-making about the determination of terms and conditions of employment. The union wants to assist with decisions even though no assistance has been sought.

Although it is often difficult for management to adjust to sharing the decision-making process, it is possible and it must be done. After all, management engages in bilateralism in many other decision-making areas. For example, buying property, equipment, or books are typically negotiated decisions: bargaining takes place between buyer and seller before a decision to purchase is final. Other examples are the increasing community involvement in the decision-making authority in the urban areas, and the student involvement in the academic sector. The problem then, is management's understandable unwillingness to surrender historical rights and to bargain bilaterally.

Management rights clauses are present in both private and public employment. Executive Order 11491 provides that all agreements shall state that the responsibility of management officials for a government activity requires them to retain the right, in accordance with applicable laws and regulations, to: (1) direct its employees; (2) hire, promote, transfer, assign and retain employees in positions within the agency, and to suspend, demote, discharge, or take other disciplinary action against employees; (3) relieve employees from duties because of lack of work or for other legitimate reasons; (4) maintain the efficiency of the government operations entrusted to them; (5) determine the methods, means and personnel for conducting such operations; and (6) take any necessary action to carry out the mission

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of the agency in situations of emergency.¹³ In a bargaining situation, management must be prepared to present its demands; the union always presents its demands. Management may wish to have work practices changed or policies implemented that may be subject to bargaining. John A. Hanson has said that "collective bargaining is a two-way street, with management having as much right to make demands as the union."¹⁴ Management should take a positive position in asserting its demands. Regardless of management's feeling about the collective bargaining process, it is essential that management prepare for and deal with it in a way which recognizes the right of employees to organize and bargain collectively, and which represents management effectively and retains its right to manage.

DETERMINING THE BARGAINING UNIT

Collective bargaining and "meet and confer" statutes provide for determination of bargaining units. A bargaining unit is a group of workers in a public agency who are represented by one union or eligible to be represented by that union. Unit determination is among the most difficult tasks in public employee labor relations.¹⁵ Decisions about the inclusiveness of a bargaining unit—the group of employees to be represented by one union under one contract—can be crucial.

Essentially, a bargaining unit should be limited to those groups which have a community of interest in decisions concerning their employment.¹⁶ For example, many laws, including the National Labor Relations Act, forbid the grouping of professionals with nonprofessionals unless the professionals vote for inclusion. It is most difficult to determine the scope of a bargaining unit in a typical government agency because of the wide variety of employment classifications, the many diverse services and functions, and geographically dispersed operations. By contrast, the decision is comparatively easy in private industry since the typical factory usually produces one or a limited number of products.

There are some categories of employees which are restricted from union membership because of the confidential or other special nature of the duties. Examples of these employees who are excluded from a bargaining unit are personnel or industrial relations employees, confidential secretaries and assistants, administrative employees, and supervisory employees.

Determination of the appropriate level of supervision that should be excluded from the bargaining unit is extremely important to

management. It is generally accepted that, if supervisors are loyal to the organization, their loyalty to the employee is compromised. Supervisors who are excluded from the bargaining unit which includes their subordinates are those whose duties differ from the duties of subordinates and include the rights to recommend hiring and firing and to handle grievances.

A clear conflict of interest exists, posing many problems for management, between the supervisor's responsibility to perform the management function with regard to the employees and the maintenance of discipline, and membership in a union. If the supervisor is the president of the local union, with whom does the employee file a grievance against the supervisor? Can the supervisor maintain an effective supervisory relationship with a fellow union member?

RIGHT TO STRIKE

Historically, the union's role: "in the private sector has been one of protest—against low wages, long hours, oppressive working conditions. The traditional instrument for protest has been the strike."¹⁷ As unions have become better established (often as a result of strike actions), collective bargaining has prevailed and the use of the strike has become more selective, for times when bargaining failed or when agreement could not be reached on the terms of a new contract.

In the public sector, strikes have almost universally been held to be contrary to either specific statute, government policy, or the common law. Various penalties, including mandatory dismissal, fines, and occasionally prison sentences, have been imposed with increasing frequency since 1960.

Despite the sometimes severe nature of the sanctions against striking, strike bans have not been effective. Serious strikes have occurred in states with laws prohibiting strikes and providing for sanctions against strikers and their leaders.¹⁸ A number of factors have provoked this disregard of law. In some instances, bargaining agents and leaders have found it in their interest to suffer the consequences of the strike, exploiting the short imprisonment or payment of fines to make themselves "martyrs to the cause." In other instances, there has been no disposition on the part of administrative officers to enforce the sanctions permitted by law. The major factor, however, has been the basic shortcoming in most of the existing legislation: its failure to provide effective legal machinery for the resolution of impasses.

Public employee strikes have occurred and will continue to occur

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with increasing frequency. A table entitled "Summary of State and Local Government Work Stoppages, by State: 12 Month Periods Ended October 1972 and October 1974" shows an increase of total work stoppages in the United States from 382 in 1972 to 471 in 1974. The total number of employees involved was 130,935 in 1972 and 162,115 in 1974; the total number of days of idleness was 1,127,911 in 1972 and 1,404,768 in 1974, representing a 24.5 percent increase.¹⁹

There are clearly two opposing views with respect to public employee strikes. Those who oppose a blanket prohibition on strikes in government argue that there cannot be genuine collective bargaining without the right to strike. Without the strike threat, public and private employers alike will realize that they have the upper hand and will not engage in real collective bargaining. Others consider it illogical and inequitable to deny the right to strike to government employees when it is not denied to employees in private industry doing the same work, such as hospital workers, transit workers, printing plant workers, etc.²⁰

Those who support the prohibition against all government strikes do so primarily on three grounds: (1) the fear that the principle of sovereignty will be imperiled by legalizing any strikes in government, (2) the difficulty in differentiating between essential and nonessential activities, and (3) the belief that the strike is an economic weapon which, in government, is not matched by countervailing power normally available in private industry.

Regardless of which view is more correct or appropriate, public employee strikes are extremely costly and inconvenient. They affect the delivery of services provided through a public agency and create a distortion of the political process, a major long-run social cost. The distortion results when the union obtains too much power (relative to other interest groups) in decisions affecting the level of taxes and the allocation of tax dollars.²¹

In the event of a strike or work stoppage, public managers should attempt to reduce the vulnerability of the public employer. The strike should not be feared, but should be dealt with as positively as possible, with management analyzing the most effective ways of maintaining services while employees are away from work.

The first things management should consider are the various ways in which the effect of strikes by public employees can be mitigated. Careful contingency planning must be done. While there are limits to what can be accomplished through planning, certain things can be done, such as determination of emergency traffic patterns and park-

ing facilities to offset some of the consequences of a transit strike. Contingency plans to use neighboring hospitals may prevent disasters during a hospital strike. Automating the most critical functions before a dispute occurs can reduce the impact of a strike enormously. For example, many utility strikes today are hardly noticed by the public because automation permits continued service. Another approach to lessening the impact of strikes deserves consideration. It seems evident that emergencies, and most severe inconveniences caused by strikes, can be avoided by partial operation of the struck facility. The goal of any partial operation scheme is to ensure performance of those functions essential to health and safety and the avoidance of severe inconveniences.²² This condition of limited services would also apply pressure to both the government and the union to settle.

Many library directors have had the experience of developing a contingency plan or a plan of operation in the event of a work stoppage. These plans are usually based upon certain management and supervisory personnel carrying out only very limited public service functions. All other library functions would cease for the duration of the work stoppage.

PRODUCTIVITY

The concept of work productivity is still an unpopular one to most people. A Harris poll conducted for the National Commission on Productivity "shows that 70% of the public believe that productivity gains benefit stockholders 'a lot,' but only 20% believe it benefits employees."²³ Actually, the word *productivity*, with its emphasis on products, is probably a misnomer today. More than two-thirds of the nation's work force is engaged in performing services rather than in producing goods, and the percentage of workers employed on the production assembly line is less than 2 percent of the total work force. In government, the percentage of those employed in services is certainly higher than the national average. Perhaps a more apt definition would include the concepts of improved managerial and employee performance and more effective delivery of service.

As dramatically shown by the New York City fiscal crisis, this is a period of escalating costs, increased taxes, steady wage increases; there are a broadening of benefits and creation of new ones, and a trend toward public employees retiring earlier and living longer (with consequent strain on pension funds). At the same time there is

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"taxpayer revolt" over the impact of these trends on their pocket-books. There are growing complaints about the services rendered, and widespread feelings that government at all levels is doing too many things poorly and at too high a price.²⁴

How can these attitudes and conditions be changed while coping with shrinking budgets? It can be accomplished through an analytical approach to productivity with emphasis on reorganization, computerization, procurement of new and improved equipment, scheduling changes, project management, budget reform, assignment of productivity targets and posting of periodic progress reports. Massive efforts are being undertaken throughout the country; if these are to be truly effective, however, they must involve organized labor-management relationships.

Improving employee performance will not be easy. As government units grow larger, the distance between the public employer and the individual employee increases. This contributes to alienation, frustration, and a feeling of being ignored and unappreciated. Since all change is unsettling and usually resisted, a successful productivity program requires the involvement of employees and their acceptance of the soundness and fairness of the approach.

A spokesman for the AFL-CIO has charged that "the most fundamental obstacle to real advances in public sector productivity gains has been the resistance of public employers to accept true collective bargaining."²⁵ Public management has held that it has an inviolate prerogative in directing the work force and in establishing conditions of employment. Proponents maintain that true collective bargaining brings about an understanding and cooperative attitude between employers and employees. Such an attitude establishes the appropriate climate for discussions on productivity.

Productivity bargaining is an element in bargaining dealing with methods for improving productivity. This may involve changes in traditional occupations, work jurisdictions, job rights or established customs. These become very sensitive areas since work patterns develop a certain tradition and become institutionalized as established practice. In Los Angeles County, after a five-year battle in the courts, the Joint Council of LACEA and Eligibility Workers Local 535 have made a significant breakthrough on the "past practice" issue. The 1975/76 Memoranda of Understanding with the Child Welfare Workers and the Eligibility Workers units contain, for the first time, clauses relating to caseloads. These clauses limit management's ability to assign caseloads and adjust workload.²⁶

Another major difficulty to overcome if productivity bargaining is to be effective is the basic difference in approach to productivity held by management and by labor unions. Management typically views increased productivity as an alternative to service cutbacks and higher taxes. In a recent report to the Los Angeles County Board of Supervisors,²⁷ Harry L. Hufford, Chief Administrative Officer, cites a policy statement, in which the Committee for Economic Development called upon politicians, public managers, unions and citizen groups to make better performance a political issue and driving force behind the operations of these government organizations. In view of prevailing financial situations,²⁸ which can be characterized by an excess of program requirements in competition for limited dollar resources, the mandate to government managers to accelerate and expand productivity efforts is clear.

Conversely, the union position is strongly opposed to productivity bargaining as a budget reduction device. They feel that any gains resulting from productivity improvement must be shared. Unions believe that the worker should be in a position to recommend productivity improvements and that the motivation to do so would result from the knowledge that he or she will share in the savings. Unions do not advocate pay incentive systems, however, but rather seek to establish programs attuned to the needs and aspirations of the workers. Such proposals would include job enrichment programs aimed toward making the job more interesting, challenging, rewarding, or convenient. Frequently where job enrichment programs have been emphasized, increased productivity results even if productivity had not been one of the stated goals of the program.

How, then, can these two viewpoints be reconciled? Unfortunately, not all points at issue may be totally resolved and it is realistic to anticipate that new problems will replace old ones. Nevertheless, it appears that improved management skills and training in work simplification and measurement can provide substantial relief to the problem.

Hufford's report to the Board of Supervisors, mentioned earlier, recommends a productivity enhancement program in three areas: (1) productivity measurement,* (2) productivity awareness and train-

*Appendix 2 of the report graphically displayed labor productivity index of the Los Angeles County Library System. It showed that library productivity increased an average of 3.7 percent/year for the three-year period from 1972 to 1975. By comparison, productivity increases in U.S. private industry have averaged 3 percent/year since World War II. The library productivity index shows an uptrend, which demonstrates improvement and it establishes a basis for future evaluation.

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ing at the supervisory and managerial level, and (3) work simplification and system improvement.²⁹ The program is to be carried out by productivity review teams, which will employ survey techniques, specialized training and workshops, and employee and customer attitudinal surveys to accomplish the following:

- Improve basic management skills, with particular reference to productivity improvement and work simplification. Performance evaluation skills will be strengthened to define levels of expectation, improve standards of evaluation, and handle productivity-related disciplinary problems, such as absenteeism and tardiness.
- Identify targets of opportunity, that is, bottlenecks, methods problems, or opportunities for cost reduction, and assist the department in correcting them during the survey.
- Establish or refine productivity indexes and quality indexes.
- Establish measure of program effectiveness and customer satisfaction.³⁰

The program is designed to improve productivity in the departments being studied and (ideally) to save money.

IMPACT ON PERSONNEL FUNCTION

The foregoing discussions on strikes and work stoppages and productivity have suggested the negative impacts on budgets and on service to users which can result from collective bargaining. The financial impact is obvious. The increase in wages and fringe benefits caused by aggressive union activity through the years has had a strong impact on city and county treasuries across the nation. The negotiations process is also extremely costly in terms of time spent in consultation, preparation, negotiation and the grievance procedure. A union attempting to gain popularity, for example, will defend everyone in a grievance action no matter how illogical or unjustified the grievance may be. Disciplinary problems will be carefully watched by unions, and members will be defended by union attorneys. Union membership will be considered by the individual employee in certain classifications as more important and more protective than civil service status.

Various institutional procedures related to the personnel function are being challenged. Chief among these are the historic civil service system and "merit" pay increases.³¹ Merit increases are believed by the unions to be based on subjective standards. This accusation is difficult to deny, and the result is that *merit increases are frequently replaced*

with across-the-board increases in each bargaining unit. The union philosophy is that promotion should be based upon seniority rather than on merit or performance.

Recruitment and selection techniques are carefully scrutinized by the unions. If these techniques and procedures are not of the best quality, union activity can be a healthy force for change, requiring local governments to undertake some basic reexamination of elementary, but neglected, matters.

Performance evaluations or efficiency ratings and position classification are also controversial matters which are of concern to the unions. Civil service has come to be identified with the employer, even though its original purpose was to protect employees from the employer. Thus, the many challenges by employee organizations of personnel practices typically the responsibility of the civil service system tend to erode and curtail the authority of civil service. The adversary relationship between the union and management in libraries with sound adequate personnel policies will be less strained than in those libraries having outmoded, sloppy personnel practices.

SCOPE OF PROFESSIONAL NEGOTIATIONS

Professional negotiations sometimes present a problem unique to the public service. Frequently, professionals such as teachers, nurses, social workers and librarians seek to extend the scope of bargaining beyond a point recognized in industry.³² School teacher organizations often attempt to negotiate what boards of education consider to be policy matters. The teachers argue that many so-called policy decisions affect their conditions of work, and that as professionals they have a significant contribution to make in determining policy issues. It can be predicted that librarians, as professionals, will use the collective bargaining process to determine institutional policies at the bargaining table jointly with administrators, and that after the contract has been signed, both sides will carry out their part of the provisions under the contract.³³

FUTURE TRENDS

This article has described many facets, conflicts and problems surrounding the union-management relationship among public employees, with particular emphasis on library employees. In researching the article, certain trends have become apparent; some discussion

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of the future direction of public employee labor relations is therefore warranted at this point.

Public employee unions will continue to increase in membership. The extent of future organizing gains in the public sector will vary according to occupation.³⁴ For example, because of the demand for health services and the number of persons employed in these occupations, many unions will concentrate on the health service occupations. Conversely, only limited increases will occur in public education because of the already high degree of organization by professional associations.

The scope of bargaining in the public sector will continue to widen in future years. As the parties get accustomed to each other and become more sophisticated in the techniques of the bargaining process, more topics will be negotiated. Decisions affecting professional employees pose new problems for unions and public employers alike. Some formal procedure may be developed to allow professional employees a voice in important decisions. Collective bargaining will continue to expand among unorganized public employees. Where collective bargaining has already been instituted, the pace will intensify.

The need for more expertise and training in employee relations must be stressed. Management must develop skills in labor relations if other leadership efforts are going to be effective in daily operating situations. If reasonable union-management harmony is to prevail, means of reducing the effects of the adversary relationship must be found. It is not possible to generalize on how this can be accomplished. The key is in the attitude of the parties toward each other—a condition which varies from one agency to another. This condition can be as simple or as complex as good interpersonal relations.

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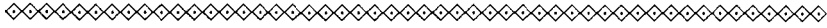
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Appendix A

CHRONOLOGY OF JOB ACTIONS, 1966 - 1975

Note: In the sources consulted for this period, no citations were found of particular job actions taken in special libraries. Job actions taken by local school district employees involving school librarians were omitted unless significant clauses pertaining to librarians were part of the settlement. No such job actions were mentioned in the sources consulted.—ed.

PUBLIC LIBRARIES

1967

- March 12-13 Chicago Public Library Employees' Union, Local 1215, District Council 19, AFSCME called a strike for March 13 which was averted the evening of March 12, when Mayor Daley met with union and board officials. Library administration agreed that the union has a right to represent its members in the processing of grievances, and the right to submit suggestions for improvement in personnel practices.

See Guyton, Theodore L. *Unionization: The Viewpoint of Librarians*. Chicago, ALA, 1975, p. 27; and "News: Strike Threat Canceled at Chicago Public Library," *Library Journal* 92:1398-99, April 1, 1967.

- June 24 Approximately 300 professional and nonprofessional members of the Librarians' Guild, Local 1482, District Council 37, AFSCME picketed the Brooklyn Public Library protesting alleged administration reluctance to give the union a dues check-off system, to establish grievance procedures, and to recognize replacement of the Brooklyn Public Library Staff Association with the Librarians' Guild as the employees' representative. Terms of first union contract approved in September 1967.

See Guyton, Theodore L. *Unionization: The Viewpoint of Librarians*. Chicago, ALA, 1975, p. 21; "News: Brooklyn Library Staff Pickets in Protest." *Library*

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- Journal* 92:2493, July 1967; and "News: Brooklyn Trustees and Union Approve Contract," *Library Journal* 92:2981-83, Sept. 15, 1967.
- July 17 Ruth K. Robbins, employee of the New Orleans Public Library, was reinstated (although penalized with a 120-day suspension without pay) for "encouraging a sabotaging of the work of the cataloging division through deliberate slowdowns and feigned sickness." See "News: New Orleans Librarian Reinstated, but Penalized," *Library Journal* 92:2698, Aug. 1967.
- 1968
- February 3 Picketing by professional librarians was called off when the director of the Brooklyn Public Library agreed to rescind reprimands of three union officials of the Library Guild who had signed a letter printed in *Library Journal* critical of the library's administration. Administration later agreed to statement affirming the right of union officials to express criticism publicly.
See "News: Union Wins in Brooklyn Dispute," *Library Journal* 93:933, March 1, 1968; and "News: Brooklyn Library and Union Agree on Statement," *Library Journal* 93:1398, April 1, 1968.
- Spring Professional and nonprofessional staff of the Queens Borough Public Library, members of Librarians' Guild, Local 1321, District Council 37, AFSCME, conducted a demonstration protesting delaying tactics by the administration in negotiation of union contract.
See Guyton, Theodore L. *Unionization: The Viewpoint of Librarians*. Chicago, ALA, 1975, pp. 22-23.
- August 22-
September 2 The Library Unit of Local 1675, AFSCME (Contra Costa County, Calif.) went on strike in a dispute involving demands for salary increases, better fringe benefits, and recognition of the right to strike. Strike was settled Sept. 2 when County Board of Supervisors approved a 2½ percent raise for workers in low-paid

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classifications and recognized unit's right to bargain. See Vignone, Joseph A. *Collective Bargaining Procedures for Public Employees*. Metuchen, N.J.; Scarecrow Press, 1971, p. 16; Huish, Lois, *et al.* "News: Report from the Picket Line," *Library Journal* 93:4107-12, Nov. 1, 1968; and Guyton, Theodore L. *Unionization: The Viewpoint of Librarians*. Chicago, ALA, 1975, p. 34.

1970

February 18 Strike threat was made by the Municipal Employees Union against public libraries in Brooklyn and Queens, New York. Administration agreed to negotiate in order to avert strike.
See New York Times, Feb. 19, 1970, p. 59, col. 3.

March Strike threatened by New York maintenance workers, attendants, and technicians (including those working in libraries), members of District Council 37, AFSCME, who were demanding salary increases and better fringe benefits in a two-year contract.
See "News: Strike May Close NY Libraries," Library Journal 95:1269-70, April 1, 1970.

March 13-15 San Francisco Public Librarians' Guild (Independent) participated in a three-day city employees' strike led by Local 400, SEIU. Main library and all but three branch libraries shut down; other facilities were picketed by librarians. Strike ended when Mayor Alioto granted a cost of living increase and agreed to establish a salary-increment plan and to recognize collective bargaining rights. Librarians' Guild joined Local 400, SEIU in May 1970.
See Tatko, Dan. "Organizing the Public Library," Booklegger Magazine 1:5-11, May/June 1974; Guyton, Theodore L. *Unionization: The Viewpoint of Librarians*. Chicago, ALA, 1975, pp. 31-32; and "News: Librarians Hit the Streets in San Francisco Strike," *Library Journal* 95:1794, May 15, 1970.

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1971

- August 1-2 Approximately 70 of the 120 professional and non-professional employees of the Berkeley Public Library, both represented by Library Employees' Union Local 2077, AFSCME, went on strike and picketed over issues of wages, the wording of the library's affirmative action program, and the library's grievance procedure. All branch libraries were closed and service was curtailed in the main library. Agreement to 5 percent wage increase terminated strike.
See Guyton, Theodore L. *Unionization: The Viewpoint of Librarians*. Chicago, ALA, 1975, pp. 24-25; and "Of Note: On Strike," *American Libraries* 2:771, Sept. 1971.

1972

- Spring Public protest was launched by coalition of two AFSCME union locals, Chicago Public Library Employees and City of Chicago Employees, against continuation of wage freeze. Protest ended when Mayor Daley agreed to grant retroactive step and longevity increments to library employees affected by the freeze.
See "News: Chicago Library Union Wins Retroactive Pay," *Library Journal* 97:1376, April 15, 1972.

1973

- February Sixteen custodians, members of Local 627, SEIU, struck Public Library of Youngstown (Ohio) and Mahoning County. Library staff cooperated in this effort by Local 627 to gain recognition by the administration; three branch libraries were closed. Out-of-court settlement was reached after the library sought injunction against the strikers.
See "News: Library Strike—A First—Closes Three Ohio Branches," *Library Journal* 98:681, March 1, 1973.

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- August Threatened strike against the Ramapo Catskill Library System (Middletown, N.Y.) was postponed for mediation. Library employees who were members of the Orange County Chapter of the Civil Service Employees Association wanted a \$600 raise, a 6 percent annual increment, and an agency shop. A new contract was accepted by association members.
See "News: NY Library System Strike Postponed for Mediation," *Library Journal* 98:2384, Sept. 1, 1973.

1975

- October Female employees of the Stanislaus County (California) Public Library went on strike in observance of "Alice Doesn't Day." The women lost one day's pay.
See "News: Women Strike in Stanislaus County," *Library Journal* 100:2287, Dec. 15, 1975.

ACADEMIC LIBRARIES

1972

- April 26 Librarians at the University of Chicago, attempting to form a local of National Council of Distributive Workers of America, conducted lunch-hour picketing. About forty people were involved in this protest of the university's alleged attempt to squelch organizing.
See "The Month in Review—Special Reports: There Was a Union Maid," *Wilson Library Bulletin* 46:878-79, June 1972.

- June The 35-member University Federation of Librarians, Local 1795, AFT (Berkeley, Calif.) joined 1800 other nonacademic employees, members of AFSCME locals, in a walkout against University of California called by the Building and Construction Trades Council of Alameda County (AFL-CIO). Demands included agreement on a grievance procedure culminating in binding outside arbitration, salary and benefit increases, and tenure. Two librarians in the picket line were sprayed with mace; strike led to greater camaraderie between union librarians and members of the

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support staff union, Local 1695, AFSCME. Dispute settled June 22. Librarians received 10 percent wage hike; other academic employees received 9 percent or less.

See "Personnel: Library Unionization Fronts," *Wilson Library Bulletin* 47:132-34, Oct. 1972; "News: Berkeley Librarians Union Supports Striking Workers," *Library Journal* 97:2516, Aug. 1972; Hohen, R. Philip. "Berkeley Strike Info" [letter], *Library Journal* 97:3095, Oct. 1, 1972; "News: Berkeley Strike Scoreboard: Salaries Climb Ten Percent," *Library Journal* 97:3532, Nov. 1, 1972; and "News: Berkeley Librarians Win Substantial Benefits," *Library Journal* 97:2797, Sept. 15, 1972.

1973

Summer

Patricia Henning, head reference librarian at Drexel University Library, was dismissed following an incident in which she and several other librarians stayed out of work rather than cross a picket line thrown up by nonprofessional members of the library staff.

See "News: Drexel Librarian Dismissed Following Strike Action," *Library Journal* 98:2223, Aug. 1973.

September

A strike by the employees of the catalog department of the Columbia University Library and by other service workers, all represented by a Drug and Hospital Workers Union local, was settled when library employees of the catalog department received a three-year agreement for wage increases.

See "News: Columbia Strike Settlement," *Library Journal* 98:3218, Nov. 1, 1973.

November 6-18 Brown University Library support staff, members of Local 134, SEIU, struck the library after a 56-12 vote protesting inadequate salaries, an increase in work hours, and other issues. There was some student support and although the library remained opened, it was mostly empty. Strike ended when the union agreed to its first contract, which included salary increases of 13 percent.

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See Flanagan, Leo N. "A Sleeping Giant Awakens: The Unionization of Library Support Staffs," *Wilson Library Bulletin* 48:491-99, Feb. 1974; and "Library People: Brown U. Strike Settlement: Across the Board Benefits," *Library Journal* 99:724, March 15, 1974.

December-
January 1974 The Syracuse University Library's non-professional workers, members of SEIU Local 20, struck the library December 5. Strike resulted from dissatisfaction with wage scales and overtime pay.
See "In the News: Syracuse University Strike," *American Libraries* 5:120, March 1974.

LIBRARY OF CONGRESS

1971

June-July Picketing, work stoppages and slowdowns were conducted by black employees of the Library of Congress, members of the Black Employees of the Library of Congress, to protest LC's earlier firing of 13 black staff members for participating in a sit-in in the Thomas Jefferson Reading Room. This sit-in had been called to protest alleged discriminatory practices at LC.
See "News: Thirteen Fired by Library of Congress," *Library Journal* 96:2415, Aug. 1971; and "News: Protests End at LC: Congress May Probe Charges," *Library Journal* 96:3061-64 ff., Oct. 1, 1971.

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Appendix B

AGREEMENT BETWEEN TEMPLE UNIVERSITY OF THE COMMONWEALTH SYSTEM OF HIGHER EDUCATION AND THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

* * *

(Table of contents omitted.)

ARTICLE I: RECOGNITION

The Administration recognizes AAUP, pursuant to the final certification of the Pennsylvania Labor Relations Board of July 5, 1973 in Case Nos. PERA-R-1123-E; PERA-R-1137-E, as the exclusive collective bargaining representative of the employees of Temple University in the unit described below for the purpose of negotiating with respect to wages, hours and other terms and conditions of employment:

All full time faculty, including department chairmen, employed at Temple University, full-time professional librarians (including department heads) on the Paley Library budget or in other colleges and schools included in the bargaining unit, non-faculty academic professionals as defined in Appendix A. Excluded from the bargaining unit are members of the faculty, librarians and support professionals at T.U. Rome, the Medical School, Law School, Dental School and Hospital of Temple University and all other non-faculty and professional employees, including teaching associates and graduate assistants, Computer Activity personnel, and management, supervisors, first-level supervisors and confidential employees as defined in Act 195.

ARTICLE II: DEFINITIONS

1. Faculty—All full time employees who hold faculty rank at Temple University excluding all visiting faculty.
2. Librarians—All professional librarians including Depart-

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- ment Heads on the Paley Library budget and in other colleges and schools included in the bargaining unit.
3. University—The Temple University of the Commonwealth System of Higher Education.
 4. Temple—The Board of Trustees, President, Provosts, Vice Presidents, Deans, and such other supervisors and managerial personnel as defined in The Public Employee Relations Act 195. It shall not include Department chairpersons or Department heads in Paley Library.
 5. AAUP—The Temple University Chapter of the American Association of University Professors.
 6. Members of the bargaining unit—Faculty, librarians, and academic professionals represented by the AAUP for purposes of collective bargaining.
 7. Department chairperson—A faculty member who is the functional head of an academic department.
 8. Dean—the chief executive officer of each College or School of Temple University.
 9. President—The President of Temple University of the Commonwealth System of Higher Education.
 10. College or School—The terms are interchangeable and refer to the Colleges and Schools now included in the AAUP bargaining unit, namely: College of Liberal Arts; School of Business Administration; College of Education; College of Health, Physical Education, Recreation and Dance; School of Social Administration; College of Allied Health Professions; School of Pharmacy; Tyler School of Art; College of Music; School of Communications and Theater; College of Engineering Technology.
 11. Board of Trustees—The Board of Trustees of Temple University of the Commonwealth System of Higher Education.
 12. Gender—The masculine, feminine and neuter gender as used in this Agreement import one another. The singular number shall import the plural whenever applicable.
 13. Visiting Faculty—A visiting faculty member is one who is either on leave from another institution of higher learning during his stay at Temple or one who during the first year of employment is not being considered for permanent affiliation by Temple.

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ARTICLE III: SALARIES

A. General

1. All employees covered by this Agreement shall receive a retroactive increase of 6.2% of the 1972-73 salaries dating back to July 1, 1973.

* * *

2. For the year 1974-75, beginning July 1, 1974 the following shall apply:

- a. All salaries of continuing employees shall be increased by 5.5% or \$825 per year, whichever is greater.

- b. On January 1, 1975 there will be a further increase at the rate of 2½% per year of the 1973-74 salaries of continuing employees or \$375 per year, whichever is greater.

In addition funds at the rate of 1% per year of the 1973-74 salary base shall be set aside for Merit Increases as described in this Agreement, effective January 1, 1975.

In addition, funds at the rate of 1% per year of the 1973-74 faculty salary base shall be set aside for inequity increases as described in this Agreement, effective January 1, 1975.

An additional increase of 1% of the 1973-74 salary will be made effective January 1, 1975 for continuing librarians in lieu of an inequity increase.

3. For the year 1975-76, beginning July 1, 1975 the following shall apply:

- a. All salaries of continuing employees shall be increased by 4% of the 1974-75 salaries.

In addition 1½% of the 1974-75 salary base shall be set aside for merit increases as described in this Agreement.

- b. Beginning January 1, 1976 all salaries of continuing employees shall be increased by 5% of the 1974-75 salaries.

- c. Beginning January 1, 1976 Temple will pay one half of the cost of Family coverage under the Blue Cross/Blue Shield Major Medical Plan.

4. Salary Minima: The following minima will apply to all faculty regardless of whether they are on academic or calendar year contracts.

- a. As of July 1, 1973 the following minima will prevail for continuing faculty: Instructor—\$8,000; Asst. Professor—

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10,000; Assoc. Professor—12,000; and Professor—15,700.

- b. As of July 1, 1974 the following minima will prevail for continuing faculty: Instructor—\$10,000; Asst. Professor—11,500; Assoc. Professor—14,100; and Professor—17,800.
- c. As of July 1, 1975 the following minima will prevail for continuing faculty: Instructor—\$10,500; Asst. Professor—12,000; Assoc. Professor—15,000; and Professor—18,500.

(Section B establishes procedures for developing job classifications for academic professionals and for the naming of a Review Committee to hear appeals from job classification decisions. Section C presents the process for determining merit increases. Paragraph 1 refers to the faculty; paragraph 3 to the academic professionals.)

2. Librarians

Paley Library for the 1974-75 year shall receive a merit fund effective January 1, 1975 at the rate of 1% per year of the 1973-74 salaries of bargaining unit members in that unit; and Paley Library for the 1975-76 year, shall receive a merit fund for the 1974-75 year of 1½% of the 1974-75 salaries of bargaining unit members in that unit.

The Director of Libraries, in and after consultation with the appropriate elected committee of the Academic Assembly, shall make merit recommendations to the Academic Vice President, explaining in writing to the Academic Vice President, the elected committee, and the AAUP significant departures from the elected committee's recommendations.

(Section D establishes a University Inequity Adjustment Committee to examine average salaries by years of service in each rank to determine if salary inequities exist among various colleges of the University. The method to be used and the procedures for redress of inequities are also outlined.)

E. Redressment of Wage Inequities for Women and Minorities (Faculty and Academic Professionals)

In order to identify and correct any existing faculty salary inequities based on sex or race, Temple and AAUP shall

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each appoint six persons from within the University community to serve on a Salary Review Committee.

(Subsequent paragraphs state the Committee's responsibilities, the nature of the data to be collected, how inequities are to be calculated, and available appeals procedures.)

F. Miscellaneous

1. Matching Offers

In the event that the Administration wishes to pay any member of the bargaining unit in terms more favorable than those set forth herein, it may do so provided that it makes a written request with a detailed rationale to the AAUP and the AAUP grants its written approval in regard thereto; except, however, when the departmental faculty, chairperson and Dean wish to retain a faculty member who has a bona fide offer (in writing) from a rival institution, the Dean (with the approval of the departmental faculty and the chairperson) may offer a competitive salary adjustment to attempt to retain the individual without the prior approval of the AAUP. In the event that a salary increase results, Temple shall inform the AAUP in writing within ten days of the decision.

* * *

ARTICLE IV: FRINGE BENEFITS

- A. Temple will maintain in full force and effect during the term of this Agreement all of the fringe benefits set forth in the Temple University Fringe Benefits Handbook, dated July 1, 1971, as amended to the day immediately proceeding the effective date of this Agreement, except as amended within this Agreement.

* * *

C. Life Insurance

1. All employees covered by this Agreement will be offered \$5000 non-contributory life insurance.
2. All employees will be given the opportunity to purchase up to twice their salary (minus the \$5000 non-contributory insurance) on a contributory basis at the prevailing rates.

D. Sick Leave Policy

Librarians shall be entitled to up to three months sick leave. Academic professionals who are class one employees shall enjoy

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the same sick leave policy as now enjoyed by the faculty. Other academic professionals will enjoy present sick leave policy as set forth in the Employee's Handbook.

* * *

ARTICLE V: WORK LOAD

A. Faculty

1. Faculty teaching work loads shall be reasonable, fair, and consistent with current practices and shall also reflect research activity, creative activity, and service to Temple University performed by the faculty member.

B. Librarians and Academic Professionals

1. The normal work week shall be 35 hours. The working hours of individuals shall be scheduled by each department in accordance with the standards of professional service.
2. For all hours scheduled and worked beyond 35, compensatory time off shall be granted as follows:
 - a. Time and a half off for all hours worked between 4:30 p.m. on Friday, or the day preceding a holiday, and 8:30 a.m. Monday or 8:30 a.m. of the next regularly scheduled work day following the holiday.
 - b. Straight time off for all other over time hours.
3. Compensatory time off may be accumulated by the librarian or academic professional up to 70 hours and used at his option, subject to approval of his supervisor, which approval shall not be unreasonably withheld.

(Article VI outlines tenure procedures for faculty members. Article VII deals with termination of faculty members. The acceptable reasons for termination and the procedures and order of termination in case of retrenchment due to financial exigency are detailed.)

ARTICLE VIII: PROMOTIONS

Any applicant for a promotion to a position (except departmental chairperson) or rank within the bargaining unit shall, upon denial of his application and after the final exhaustion of internal appeals, be entitled to utilize the grievance and arbitration provisions of this Agreement. In any such arbitration the decision of Temple shall be upheld by the arbitrator unless the arbitrator shall find that the

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decision of Temple appears on its face to be arbitrary or capricious, or that it violates the procedures established herein for promotion or set forth in the 1971 edition of the Faculty Handbook. In either event, the remedy of the arbitrator shall be to remand the decision for reconsideration.

ARTICLE IX: APPOINTMENT, PROMOTION, AND TERMINATION OF SERVICE OF LIBRARIANS

A. Terms of Appointment

1. All full-time librarians within the bargaining unit shall be appointed for such terms of office as shall be provided in this statement of policy, subject to the provisions contained herein with respect to the termination of their appointments. The terms and conditions of every appointment shall be stated in writing and shall be in the possession of both Temple and the librarian before the appointment becomes effective.
2. Librarians who desire to be employed on a ten-month (two months leave without pay) basis rather than on a twelve-month basis shall make application in writing for the same to the Director by March 1st of the preceding fiscal year. The Director shall render a decision by April 1st. In the event that the request cannot be granted to all librarians submitting such request, the Director, in making his determination, shall do so on the basis of the operating needs of the library and the relative seniority of the librarians involved. Where there is a conflict and one or more of them has previously been refused in a prior request, then preference shall be granted to such librarian notwithstanding relative seniority.
3. Librarians shall be appointed initially for a term of one year and may be reappointed for two additional terms of one year and two years respectively.
 - a. An appropriate committee of the Academic Assembly will advise the library Director on decisions to grant and not to grant reappointment during the first and second years, preceding consideration for reappointments. The Director's decision shall be made at least 90 days prior to expiration of any contract.
 - b. A series of terms amounting to four years which shall be considered a probationary period will be followed by:
 - (1) a termination of contract, provided at least six months notice of the termination has been given in writing; or

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- (2) a one-year terminal contract for the fifth year; or
 - (3) a regular appointment. (A librarian initially hired at the P1 rank must be recommended for a P2 rank at the end of four years, or he will receive a terminal contract.)
 4. Librarians who have completed less than one year at the time of the signing of the contract shall begin their first one-year appointment at the start of the fiscal year 1974-75. Librarians who have completed one year but less than two years at the time of the signing of this contract shall begin their second one-year appointment at the start of the fiscal year 1974-75. Librarians with more than one year, but less than four years of full-time service at Temple University will be considered for reappointment until the completion of their fourth year of full-time service to the library. Librarians currently employed with four or more years of full-time service to the library will be considered to have successfully completed the probationary period.
- B. Standards for Promotion and Completion of the Probationary Period
1. A decision that the probationary period has been successfully completed or a decision to promote shall be based on the judgment that an individual meets the accepted standards of performance for professional librarians in areas which contribute to the educational and research mission of the university such as, but not limited to, reference service, collection development, bibliographic organization, and control.
 2. Criteria for promotion as established by the Academic Assembly and accepted by the Director shall be used in consideration of promotion and/or reappointment. These criteria may be reviewed from time to time and changed by mutual agreement of the Academic Assembly and the Director. The criteria used in consideration in these areas should include:
 - (1) effectiveness of performance as a librarian;
 - (2) evidence of continuing professional growth;
 - (3) effectiveness of service to the library;
 - (4) scholarly performance; and
 - (5) years of service in rank.No other criteria than that determined by the above procedure may be used in evaluating a librarian's performance in determining promotion or reappointment.

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3. Librarians with significant experience in the institution from which they come shall be considered for completion of the probationary period within two years of full-time service, and under exceptional circumstances may be granted a regular appointment on employment.
4. Librarians may always be considered for "completion of the probationary period" after shorter periods of service than those specified above.
5. Librarians have the right to the professional expression of judgments and views.

C. Procedures

1. Recommendation for consideration for promotion and/or completion of the probationary period may be initiated at the appropriate time by any or all of the following: (1) Librarian's immediate supervisor; (2) the appropriate Committee of the Librarian's Academic Assembly; (3) library administration; (4) any colleague, and (5) the librarians himself.
2. Initial evaluation for promotion shall be through the appropriate Committee of the Academic Assembly of Librarians (which Committee is to be defined by the librarians of the Academic Assembly) and the list of candidates shall be sent to the Director.
3. Prior to the final vote by the Committee it shall consult with the Director on its recommendations. The Committee and the Director will use their best efforts to resolve any differences and to discuss with each other the reasons for promotions or non-promotions.
4. If the Director is not in agreement with the recommendation of the Committee, the Director will inform the individual and the Committee in writing within ten days of his decision. The Committee shall subsequently inform the librarian of the reasons for its recommendations. If the individual and/or the Committee wish to dispute the Director's decision, he must be informed within ten days of receipt of his decision.
5. If there is no change in decision on the part of the Director, it shall be forwarded immediately to the Vice President for Academic Affairs. The decision of the Vice President for Academic Affairs must be given in writing within ten days to the individual, the library Director, the Academic Assembly, and the AAUP. If the matter is not resolved to the librarian's

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satisfaction, it may be submitted to arbitration in accordance with this Agreement.

6. Librarians who have completed the probationary period shall maintain their status even if they have a temporary physical or mental disability of less than six months duration that prevents them from carrying out their responsibilities. With the appropriate medical certification the librarian may return to his university responsibility with the status of having completed the probationary period.
7. Time spent on official leave from the university will not be included in the calculations of the various time periods stated above unless the librarian requests in writing to the Director, and the Director approves, that such leave time be included in the timing of decisions on completion of the probationary period.

D. Procedures for Periodic Evaluation of Librarians

1. During the initial six months of employment, the immediate supervisor and the librarian shall meet at least once for informal discussions of professional performance and responsibilities involved. At the end of six months a written evaluation shall be made by the supervisor, discussed with the librarian, signed by both, and placed in the librarian's personnel file. This initialing shall not be deemed to constitute approval by the librarian. The librarian is entitled to attach any written comment or refutation he deems appropriate to the evaluations.
2. Thereafter, annual written evaluations shall be made each January by the immediate supervisor, discussed with the librarian, signed by both and placed in the librarian's personnel file. The librarian is entitled to attach any written comment or refutation he deems appropriate to the evaluation.

E. Termination of Service by Temple

1. Written notice that a reappointment or initial appointment is not to be renewed will be given to a librarian who has not completed the probationary period as follows: three months for less than two years of service, six months after two years of service.
2. Termination of service of a librarian who has completed the probationary period or an appointment before the end of its specified term may be made only for retirement, adequate cause, or retrenchment (i.e. financial exigency, discontinua-

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tion or a reduction of a program or department).

3. Retrenchment: In every case of a retrenchment, the librarian who has completed the probationary period shall be given at least six months notice or equivalent severance salary. Librarians during the probationary period shall be given notice or equivalent salary of not less than one month during the first year of service, and six weeks after completing one year of service, and eight weeks after two years of service. Retrenchment shall be made according to the following order: (a) part-time librarians; (b) librarians on probationary appointment according to the inverse date of hire within the library; (c) librarians who have completed the probationary period by inverse order of date of hire within the library, provided in each case above that the librarians remaining have the requisite qualifications or specialities to perform the work required. An appropriate committee of the Academic Assembly will advise the administration on decisions implicit in the retrenchment process.

F. Dismissal for Adequate Cause

1. Adequate cause.
2. Dismissal of a librarian who has completed the probationary period, or before the end of the specified term of an appointment, will be preceded by:
 - a. discussion between the librarian and appropriate administration officers looking toward a mutual settlement;
 - b. informal inquiry by the appropriate elected committee of the Assembly of Librarians, which may, failing to effect an adjustment, determine whether in its opinion dismissal proceedings should be undertaken;
 - c. a statement of reason framed with reasonable particularity from the Director of Libraries. This statement of reasons must be sent to the librarian and the AAUP. If the matter is not resolved to the satisfaction of the librarian involved, he may use the grievance and arbitration procedure.

G. Recall

1. Following a lay off due to retrenchment, any librarian laid off due to retrenchment shall be recalled in inverse order of lay off provided they have the present ability to perform the work available. Laid off employees shall have recall rights for a period equal to their length of service but in no case to exceed two years.

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2. Notice of recall shall be sent to the laid off employee at his last address of record. The librarian will be given two weeks to consider the acceptance of such offer. The librarians thus recalled will make every effort to report as soon as possible thereafter, but in no case may such reporting date be beyond two months.

(Article X contains provisions concerning the appointment, promotion, and termination of service of academic professionals. Article XI outlines the selection and compensation of department chairpersons. Paragraphs A-D provide for faculty approval of the appointment and set the terms of office of chairpersons.)

- E. Department chairpersons or department heads in the Library may receive extra compensation in addition to their salaries for their administrative duties. When they do receive such extra compensation, the AAUP will be notified in writing of the amount and the reasons for the extra compensation.

(Article XII commits both Temple and AAUP to the implementation of the affirmative action program. Article XIII bans discrimination on the basis of race, color, creed, marital status, national origin, political belief, political affiliation, sex, age, AAUP membership or nonmembership. Article XIV guarantees the maintenance of any contractual salary or benefits existing before the contract was negotiated.)

ARTICLE XV: GRIEVANCE PROCEDURE

- A. The AAUP and Temple agree that they will use their best efforts to encourage the informal and prompt settlement of grievances. However, in the event a grievance may arise between Temple and one or more of its employees, or between Temple and the AAUP, involving the interpretation and application of this Agreement which cannot be settled informally, a grievance procedure is described herein below for the orderly resolution of such grievances. The AAUP shall be notified in advance and shall have the right to be present at all steps of the grievance procedure. It shall have the right to represent the grievant at all such steps unless the grievant waives such representation.

First Step. A grievance may be presented informally to the Chairperson for resolution within twenty days after its occurrence or when the grievance should have been known. In the

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event a grievance is not informally settled within the twenty day period, it must thereafter be presented formally in writing to the Chairperson within ten days. The Chairperson will discuss and answer the grievance within five days after the grievance has been presented to him.

Second Step. In the event the answer in First Step does not resolve the dispute, the matter may then be presented to the Dean or his designee for resolution and discussion within five more days. A grievance so presented in Step Two shall be answered by Temple in writing within ten days after its presentation.

Third Step. In the event the answer in Second Step does not resolve the dispute, the grievance may then be presented to the University Provost and Vice President for Academic Affairs or his designee for resolution and discussion within five days. A grievance so presented in Step Three shall be answered by Temple in writing within ten days after its presentation.

- B. Failure on the part of Temple to answer a grievance at any step shall not be deemed acquiescence thereto, and the AAUP or the grievant may proceed to the next step.
- C. A grievance on behalf of Temple may be presented initially at Step Three by notice in writing addressed to the AAUP at its offices.
- D. All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays.
- E. Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.
- F. A grievance which affects a substantial number or class of employees may initially be presented at Step Two or Step Three by the AAUP. The grievance shall then be processed in accordance with the grievance procedure.

ARTICLE XVI: ARBITRATION PROCEDURES

- A. In the event a grievance is not satisfactorily resolved within the preliminary steps of the grievance procedure described in this Agreement, or the Agreement otherwise provides that a matter may be referred to arbitration, and the grievant and/or the AAUP wishes to proceed to arbitration, the parties shall meet

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within ten days to attempt to select an arbitrator competent in matters peculiar to institutions of higher education and, if appropriate, to a particular discipline. Should the parties be unable to agree on an arbitrator within five days, the grievance may be referred to the American Arbitration Association for resolution by a single arbitrator in accordance with its Voluntary Rules of Labor Arbitration then in force.

- B. The language used in this Agreement shall be binding upon the arbitrator.
- C. The decision of the arbitrator shall be final and binding.
- D. The costs of arbitration shall be borne equally by Temple and the AAUP. Such costs shall be limited to the arbitrator's fee and expenses and the charges of the American Arbitration Association. In the event an individual or individuals submit a matter to arbitration without the participation of the AAUP, the individual or individuals shall bear the costs otherwise borne by the AAUP.

ARTICLE XVII: RIGHTS OF AAUP

- A. The AAUP shall be entitled to the use of meeting rooms and other university facilities upon application to, and approval from, the appropriate Temple authority on the same basis as granted to any group within Temple.
- B. The AAUP shall have the right to post its official communications on approved bulletin boards in each Temple building and the AAUP shall have the right to use at no cost the campus mail and mail boxes for the distribution of its official communications.
- C. Temple shall make available to the AAUP, upon reasonable notice, information and data concerning the wages, hours, and terms and conditions of employment of members of the bargaining unit.
- D. Temple shall reproduce and provide 3,000 copies of this Agreement to the AAUP within 60 days following ratification of the Agreement; the cost of such reproduction shall be borne equally by the parties.
- E. The AAUP shall have the right to use the addressograph service at the established standard rate.
- F. Temple shall list one AAUP telephone number in the University Telephone Directory.
- G. Temple shall allow reasonable time for librarians and academic

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professionals for the processing of their grievances during normal working hours.

- H. Participation in Association Activities: Since the American Association of University Professors has historically been a professional organization, participation in Association Activities shall be credited as University service in the same manner that other professional service is credited.

(Article XVII also contains provisions for checkoff of union dues.)

ARTICLE XVIII: RIGHTS OF TEMPLE

- A. All managerial and administrative rights and functions except those which are abridged by this Agreement, are vested exclusively in Temple.
- B. The enumeration of certain rights and privileges of faculty members in this contract shall not be construed to deny or diminish the existing rights, privileges, and responsibilities of faculty members to participate directly in the formation and recommendation of educational policy within the University and its schools and colleges, as these rights, privileges, and responsibilities are described under the appropriate constitutions of the various parts of the University. Changes or modifications in University, school or college procedures which affect the rights, privileges, and responsibilities regarding the formation and recommendation of educational policies will be governed by procedures prescribed in the University, school or college constitutions, as approved by Temple.

(Article XIX describes the contents of personnel files and establishes the right of employees to examine such files.)

ARTICLE XX: NO STRIKE/NO LOCKOUT

- A. Neither the AAUP, nor any member of the bargaining unit, shall, during the term of this Agreement, instigate, engage in, support, encourage, or condone any strike, work stoppage, or other concerted refusal to perform work.
- B. In the event that any member(s) of the bargaining unit engage in any activities prohibited above, the President (or in his absence another officer) of the AAUP shall, upon request by Temple, immediately notify the involved member(s) of the inappropriate

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and unsanctioned nature of the activity and shall instruct them to cease the activity and to resume their regular duties. Upon request, the AAUP shall also notify Temple in writing that such activities by members have not been called or sanctioned by the AAUP. Temple reserves the right to take appropriate action (subject to the provisions of this Agreement) where activities in violation of this Article by the AAUP and/or members result in interference with any operation of the University.

- C. Temple shall not lock out any members of the bargaining unit during the terms of this Agreement.

ARTICLE XXII: SAVINGS CLAUSE

- A. It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect; and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the Commonwealth of Pennsylvania, such provision shall be superseded by the appropriate provision of such law or regulation, so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.
- B. If, at anytime thereafter, a provision once declared invalid shall be valid, then the provision as originally embodied in this Agreement shall be restored in full force and effect.

ARTICLE XXII: FEDERAL WAGE CONTROLS

If the Federal Government institutes wage controls in any form and any portion of this collective bargaining agreement is deferred or cut back, the parties may meet to consider a reallocation of the monetary equivalent of the disapproved wages or benefits in a manner that would result in government approval.

ARTICLE XXIII: MEET AND DISCUSS CONFERENCE

Representatives of Temple and representatives of the AAUP shall confer at least once each semester to consider problems concerning this agreement and other matters of mutual concern. The parties shall agree upon a date for such conference which shall be mutually convenient and each party shall, within at least ten days of such date,

Appendix B

submit to the other party a list of topics to be included on the agenda of the conference.

* * *

(Article XXV states the duration of the contract as three years. Article XXVI refers to the creation of new academic professional positions. Appendix A defines “academic professional” and “support professional.” Appendix B presents the administrative salary structure.)

Note: A new contract, which will expire on June 30, 1980, was negotiated by Temple and the AAUP in summer, 1976. The new contract provides for a 5 percent across-the-board salary increase retroactive to July 1, 1976 in the first year, with additional 5 percent increases in each succeeding year. Other provisions include a 3 percent annual increase in major medical coverage, an increase in life insurance coverage from \$5,000 to \$10,000, paid by the employer in the second year, and a contribution by the university of \$250,000 for a dental fund, also in the second year of the contract.—ed.

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Appendix C

THE CITY OF NEW YORK AND DISTRICT COUNCIL 37, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES*

CONTRACT made as of the 6th day of May, 1974, by and between THE CITY OF NEW YORK, hereinafter called "THE CITY" and DISTRICT COUNCIL 37, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter called the "UNION," for the three-year period from July 1, 1973 to June 30, 1976.

WITNESSETH:

WHEREAS, the parties hereto have entered into collective bargaining and desire to reduce the results thereof to writing.

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I: UNION RECOGNITION ON CITY-WIDE MATTERS

Section 1

The City recognizes the Union as the sole and exclusive collective bargaining representative on City-wide matters which must be uniform for the following employees:

- a. Mayoral agency employees subject to the Career and Salary Plan.
- b. Employees of the Health and Hospital Corporation with the exception of Group II employees and interns and residents.
- c. Employees of the Administrative Board of the Judicial Conference, Off-Track Betting Corporation, and the New York City Housing Authority pursuant and limited to the extent of their election to be covered by the New York City Collective Bargaining Law (N.Y.C.C.B.L.).
- d. Employees of Comptroller, District Attorneys, Board of Higher Education (non-instructional personnel), Borough President, Public Administrators, Queensborough Public Library, who are subject to the Career and Salary Plan, pursuant to and limited to the terms of their respective elections to be covered by the N.Y.C.C.B.L., and any museum, library, zoological garden or similar cultural institution for employees whose salary is paid in whole from the City Treasury, pursuant to and limited to the election of said cultural institution to be covered by this Contract.

*Reprinted by special permission from *Government Employees Relations Report*, published by The Bureau of National Affairs, Inc., Washington, D.C.

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Section 2—Exclusions

- a. Prevailing rate employees are excluded from the coverage of this Contract.
- b. Managerial, confidential, exempt civil service employees, and other employees ineligible for collective bargaining, are excluded from the coverage of this Contract.

* * *

ARTICLE II: WORK WEEK

Section 1

The normal work week for employees in each of the titles covered by this Contract shall be as listed in the attached Appendix A. If a title covered by this Contract is inadvertently omitted from the attached list, the number of hours in the normal work week for employees in such title shall be determined by the parties in accordance with the number of hours being worked by a majority of employees in the affected title and added to the Contract Appendix A. The hours in the normal work week for employees in any newly-established title which is created during the term of this Contract and is covered by this Contract shall be determined by the employer and added to Contract Appendix A.

Section 2

Whenever practicable, the normal work week shall consist of five consecutive working days separated by two consecutive days off.

* * *

ARTICLE III: SHIFT DIFFERENTIAL AND HOLIDAY PREMIUM

Section 2

- a. If an employee is required to work on any of the 11 holidays listed in Section 9 of Article V, he shall receive a 50 per cent cash premium for all hours worked on the holiday and shall, in addition, receive compensatory time off at his regular rate of pay. Compensatory time off earned pursuant to this Section may be scheduled by the agency either prior to or after the day on which the holiday falls.
- b. If a holiday designated pursuant to this Contract falls on a Saturday, the 50 per cent cash premium and compensatory time off at the employee's regular rate of pay shall apply only to those

Appendix C

employees who are required to work on the Saturday holiday. Employees required to work on the Monday or Friday designated by the City for holiday observance pursuant to Section 9 of Article V shall receive compensatory time only. With respect to an employee who is scheduled to work on both the Saturday holiday and the day designated for observance: (1) if he is required to work on only one of such days, he shall be deemed to have received his compensatory time off (and he shall receive the 50 per cent cash premium when required to work on the Saturday holiday) or (2) if he is required to work on both such days, he shall receive the 50 per cent cash premium and compensatory time off at his regular rate of pay for all hours worked on the Saturday holiday.

- c. However, if the employee is required to work on a holiday which falls on his scheduled day off, the employee may choose whether such holiday work is to be compensated by the 50 per cent cash premium and compensatory time off provided for above, or, if he is otherwise eligible, by the overtime provisions of Article IV. An employee shall not receive for the same hours of work both (1) overtime pay and (2) the 50 per cent cash premium and compensatory time off. However, regardless of whether the holiday falls on a regular working day or on a scheduled day off, if the number of hours worked on such holiday exceeds the employee's normal daily tour of duty, all hours of work in excess of such normal daily tour of duty shall be covered by the provisions of Article IV.

* * *

Section 3

- a. An employee may receive both a shift differential and holiday premium pay for the same hours of work, but in such cases each shall be computed separately according to paragraph b of this Section.
- b. Shift differentials and holiday premium pay shall in all cases be computed on the individual employee's hourly rate of pay as determined in Section 6 of Article IV.

Section 4

Effective January 1, 1974, part-time per annum, hourly, per diem, per session and seasonal employees shall be covered by the terms of this Article.

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ARTICLE IV: OVERTIME

Section 1

- a. "Authorized voluntary overtime" and "authorized voluntary stand-by time" shall be defined as overtime or standby time for work authorized by the agency head or his designee, which the employee is free to accept or decline.
- b. "Ordered involuntary overtime" and "ordered involuntary stand-by time" shall be defined as overtime or standby time which the employee is directed in writing to work and which the employee is therefore required to work. Such overtime or standby time may only be authorized by the agency head or a representative of the agency head who is delegated such authority in writing.

Section 2

- a. Ordered involuntary overtime which results in an employee working in excess of 40 hours in any calendar week shall be compensated in cash at time and one-half.
- b. For those employees whose normal work week is less than 40 hours, any such ordered involuntary overtime worked between the maximum of that work week and 40 hours in any calendar week, shall be compensated in cash at straight time. For employees granted a shortened work day under Section 17 of Article V, compensatory time for work performed between 30 and 35 hours a week when such shortened schedule is in effect shall be granted at the rate of straight time, but such work shall not be considered overtime.
- c. There shall be no rescheduling of days off and/or tours of duty to avoid the payment of overtime compensation. Any work performed on a scheduled day off shall be covered by this Article.

* * *

Section 3

Authorized voluntary overtime which results in any employee working in excess of his normal work week in any calendar week shall be compensated in time off at the rate of straight time.

Section 4

No credit shall be recorded for unauthorized overtime. Credit for all authorized overtime beyond the normal work week shall accrue only after one hour in units of one-quarter hour to the nearest one-quarter hour.

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Section 5

Time during which an employee is in full pay status, whether or not such time is actually worked, shall be counted in computing the number of hours worked during the week.

(Section 6 indicates how the hourly rate of pay shall be determined for computing overtime pay.)

Section 7

- a. These overtime provisions, including recall and standby provisions, shall apply to all covered per annum employees including those working more than half-time, and with permanent, provisional or temporary status, whose annual gross salary including overtime, all differentials and premium pay is not in excess of:

\$20,500 after January 1, 1974

\$21,500 after January 1, 1975

\$22,500 after January 1, 1976

- b. When an employee's annual gross salary including overtime, all differentials and premium pay is higher than the above amounts, compensatory time at the rate of straight time shall be credited for authorized overtime.
- c. Employees whose annual gross salary, including overtime, all differentials and premium pay, is in excess of these amounts shall be required to submit periodic time reports at intervals of not less than one week, but shall not be required to follow daily time clock or sign-in or sign-out procedures. The periodic time report shall be in such form as is required by the agency.

* * *

Section 10

Compensatory time off for voluntary overtime work as authorized in this Article shall be scheduled at the discretion of the agency head. All compensatory time off **must** be taken by the affected employee within the following three months. Any such time not so used by the employee's choice shall be added to the employee's sick leave balance. If the agency head calls upon an employee not to take his compensatory time off or any part thereof within three months, that portion shall be carried over until such time as it can be liquidated.

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ARTICLE V: TIME AND LEAVE

Section 1

All provisions of the Resolution approved by the Board of Estimate on June 5, 1956 on "Leave Regulations for Employees Who Are Under the Career and Salary Plan" and amendments, and official interpretations relating thereto, in effect on the effective date of this Contract and amendments which may be required to reflect the provisions of this Contract shall apply to all employees covered by the Contract.

Interpretations shall be defined as those rulings issued by the City Personnel Director pursuant to Section 6.6 of the Leave Regulations and which are printed in the Official Leave Regulations. This Section shall not circumscribe the authority of the City Personnel Director to issue new interpretations subsequent to the effective date of this Contract. Such new interpretations shall be subject to the grievance and arbitration provisions of this Contract.

Section 2

If an agency head calls upon an employee to forego his vacation or any part thereof in any year, that portion shall be carried over until such time as it can be liquidated.

Section 3

Approved sick leave and annual leave may be used in units of one hour.

Section 4

On a date prior to July 1st of each year all employees shall be given an annual statement of all leave balances (sick leave, annual leave, compensatory time).

Section 5

- a. Sick leave shall be used only for personal illness of the employee. Approval of sick leave in accordance with "Leave Regulations for Employees Who are Under the Career and Salary Plan" is discretionary with the agency and proof of disability must be provided by the employees, satisfactory to the agency.
- b. The provisions of paragraph a. above notwithstanding, the agency may waive the requirement for proof of disability unless:

* * *

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Section 6

The number of sick leave allowance days permitted to accumulate shall be unlimited.

* * *

Section 9

The regular holidays with pay shall be as follows:

- (a) New Year's Day—January 1
- (b) Lincoln's Birthday—February 12
- (c) Washington's Birthday—Third Monday In February
- (d) Memorial Day—Last Monday In May
- (e) Independence Day—July 4
- (f) Labor Day—First Monday in September
- (g) Columbus Day—Second Monday in October
- (h) Veteran's Day—Fourth Monday in October
- (i) Election Day—First Tuesday following the First Monday in November
- (j) Thanksgiving Day—Fourth Thursday in November
- (k) Christmas Day—December 25

If a holiday falls on a Saturday, it shall be observed either on the previous Friday or the following Monday, at the choice of the City. When either the holiday, or the day designated for observance, occurs on an employee's scheduled day off and the employee does not work on such day, he shall be entitled to one compensatory day off in lieu of the holiday.

* * *

Section 15

Latenesses caused by a verified major failure of public transportation, such as a widespread or total power failure of significant duration or other catastrophe of similar severity, shall be excused.

* * *

(Article VI presents time and leave regulations for employees who work other than a regularly scheduled standard work week.)

ARTICLE VII: HEALTH INSURANCE

The Labor-Management Health Insurance Policy Committee, with representation from the Municipal Labor Committee and from the

Appendix C

City, for the purpose of consultation on policy only, shall be continued.

(Article VIII covers car allowances.)

ARTICLE IX: PERSONNEL AND PAY PRACTICES

Section 1

All regular paychecks of City employees shall be itemized to include overtime, additional wage benefits (including back pay), and differentials.

Section 2

Upon transfer of a permanent employee from one agency covered by the sick leave and annual leave provisions of this Contract to another agency so covered, or appointment of any employee to another agency so covered from an eligible list promulgated by the City Civil Service Commission immediately following continuous City service, all sick leave and annual leave balances shall be transferred with the employee.

* * *

Section 4

- a. The City shall furnish identification cards to all employees who have served continuously for six months.
- b. Each employee who is a member of the New York City Employees Retirement System (NYCERS) as of the effective date of this Contract shall receive on or before January 1, 1975 a Tax-Pension Identification Card showing the name, withholding tax number, pension number, pension plan, and the date the last membership in the System began. Employees joining the NYCERS during the life of this Contract shall be given a Tax-Pension Identification Card when the employing agency is notified by the System of the date membership was granted and the pension number assigned. In the discretion of an agency head, the identification card required by paragraph a. above may be combined with the Tax-Pension Identification Card.

* * *

Section 6

Consistent with, and subject to, security requirements, paychecks shall be released on Thursdays at 3 p.m. for all employees who would

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not normally receive their paycheck during their working hours on Friday.

* * *

Section 8

- a. Adequate, clean, structurally safe and sanitary working facilities shall be provided for all employees in conformance with minimum standards of applicable law.
- b. Motor vehicles and power equipment which are in compliance with minimum standards of applicable law shall be provided to employees who are required to use such devices.
- c. A first aid chest, adequately marked shall be provided in each agency facility.
- d. A Labor Management Health and Safety Committee shall be established in each agency. Each committee shall be composed of three labor and three management representatives for a total of six members. One Union representative shall be designated from each of the three largest employee organizations in the respective agency. The management representatives shall be designated by the appropriate agency head. The committee shall meet from time to time upon mutual agreement for the purpose of discussing health and safety problems in the agency and making recommendations to the City.
- e. The City shall make reasonable efforts to provide for the personal security of employees working in office buildings operated by the City, during such hours as said locations are open to the public.

* * *

Section 10

The City shall make every reasonable effort to expedite the payment of agreed-upon wage increases, overtime compensation, shift differential pay, premium pay, and employee out-of-pocket expenses, and the Union shall be kept apprised of all progress. If the Union is dissatisfied with the City's effort in these areas, the Union may at any time subsequent to July 1, 1974, upon 30 days' notice to the City, re-open its demands number 8, 16, 17, 18 and 24 as listed in Appendix C.

* * *

ARTICLE X: EVALUATIONS AND PERSONNEL FOLDERS

An employee shall be required to accept a copy of any evaluatory

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statement of his work performance or conduct prepared during the term of this Contract if such statement is to be placed in his permanent personnel folder whether at the central office of the agency or in another work location. Prior to being given a copy of such evaluatory statement, the employee must sign a form which shall indicate only that he was given a copy of the evaluatory statement but that he does not necessarily agree with its contents. The employee shall have the right to answer any such evaluatory statement filed and the answer shall be attached to the file copy. Any evaluatory statement with respect to the employee's work performance or conduct, a copy of which is not given to the employee, may not be used in any subsequent disciplinary actions against the employee.

ARTICLE XI: CIVIL SERVICE, CAREER DEVELOPMENT

Section 1

When vacancies in promotional titles covered by this Contract are authorized to be filled by the appropriate body and the agency with such vacancies decides to fill them, a notice of such vacancies shall be posted in all relevant areas of the agency involved at least five working days prior to filling except when such vacancies are to be filled on an emergency basis. Present agency agreements on this subject shall not be affected by this clause.

Section 2

The duly certified unit representative shall be notified in advance of any change in job specifications in any title certified to such union.

* * *

ARTICLE XII: UNION RIGHTS

Section 1

Where orientation kits are supplied to new employees, unions certified to represent such employees shall be permitted to have included in the kits union literature, provided such literature is first approved for such purpose by the City Office of Labor Relations.

Section 2

Each certified union shall have reasonable access to its dues check-off authorization cards in the custody of the City.

Section 3

When an employee transfers from one agency to another, but

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remains in the same bargaining unit, he shall continue to be covered by the same dues check-off authorization and not be required to sign another authorization card. The agency where the employee was formerly employed shall transfer the check-off authorization card to the employee's new agency.

Section 4

When an employee is promoted or reclassified to another title certified to the same union as his former title, the dues check-off shall continue uninterrupted.

Section 5

When an employee returns from an approved leave of absence without pay, any dues check-off authorization in effect prior to the approved leave shall be reactivated.

Section 6

The City shall furnish to a certified union, once a year, between March 15 and July 1, a listing of employees by Job Title Code, home address when available, Social Security Number and Department Code Number, as of December 31st of the preceding year. This information shall be furnished to a certified union through the Municipal Labor Committee.

ARTICLE XIII: WELFARE FUNDS

Section 1

Welfare Fund contributions shall remain uniform for those employees whose respective certified unions have elected to receive the uniform contributions provided by this Article. Upon the execution of an election, welfare fund contributions shall be made uniform for those employees whose respective certified unions have not heretofore elected the uniform contributions. Under such election, welfare fund contributions shall be permanently reserved for City-wide bargaining. This shall not, however, preclude the right of any certified union to bargain for Welfare Fund coverage for groups of employees not now included in Welfare Fund Agreements.

Section 2

- a. For those employees who are covered by the District Council 37 Health and Security Plan (Welfare Fund) and whose certified union elects the uniform contributions provided in this Article, the City shall contribute a pro-rata annual sum of \$250 per

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employee for remittance to such Welfare Fund subject to a separate agreement between the City and the Union. For those employees who are covered by any other Welfare Fund and whose certified union elects the uniform contributions provided in this Article, the City shall make an equal contribution for remittance to such welfare fund subject to a separate agreement between the City and such Union.

- b. Effective January 1, 1974, the aforementioned contribution shall be increased to \$300 per employee per year.
- c. Effective January 1, 1975, the aforementioned contribution shall be increased to \$350 per employee per year.

* * *

Section 8

District Council 37 or a certified union which elects to be covered by this Article may, pursuant to a separate agreement between the City and the certified union, utilize a portion of its Welfare Fund contributions to provide prepaid legal services for employees.

* * *

ARTICLE XIV: ADJUSTMENT OF DISPUTES

Section 1

Definition: the term "grievance" shall mean a dispute concerning the application or interpretation of the terms of this collective bargaining agreement.

Section 2

The grievance procedure shall be as follows:

Step 1—The employee and/or the Union shall present the grievance verbally or in the form of a memorandum to the person designated by the agency head for such purpose, not later than 120 days after the date on which the grievance arose. The employee may also request an appointment to discuss the grievance. The person designated to hear the grievance shall take any steps necessary to a proper disposition of the grievance and shall reply in writing by the end of the third work day following the date of submission.

Step II—An appeal from an unsatisfactory decision at Step I shall be presented in writing to the agency head or his designated representative, who shall not be the same person designated in Step I. The appeal must be made within five working days of the receipt of the

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Step I decision. The agency head or his designated representative, if any, shall meet with the employee and/or the Union for review of the grievance and shall issue a decision in writing by the end of the tenth work day following the date on which the appeal was filed.

Step III—An appeal from an unsatisfactory decision at Step II shall be presented by the employee and/or the Union to the City Director of Labor Relations in writing, within 10 working days of the receipt of the Step II decision. Copies of such appeals shall be sent to the agency head. The City Director of Labor Relations, or his designee shall review all appeals from Step II decisions and shall answer such appeals within 10 working days following the date on which the appeal was filed.

Step IV—An appeal from an unsatisfactory decision at Step III may be brought solely by the Union to the Office of Collective Bargaining for impartial arbitration within 15 working days of receipt of the Step III decision. In addition, the City shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined herein as a "grievance." The City shall commence such arbitration by submitting a written request therefor to the Office of Collective Bargaining. A copy of the notice requesting impartial arbitration shall be forwarded to the opposing party. The arbitration shall be conducted in accord with the Consolidated Rules of the Office of Collective Bargaining. The costs and fees of such arbitration shall be borne equally by the Union and the City. The decision or award of the arbitrator shall be final and binding in accord with applicable law and shall not add to, subtract from or modify the City-wide Contract.

Section 3

As a condition to the right of a Union to invoke impartial arbitration set forth in this Article, the employee or employees and the Union shall be required to file with the Director of the Office of Collective Bargaining a written waiver of the right, if any, of the employee or employees and the Union to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.

Section 4

Any grievance of a general nature affecting a large group of employees and which concerns the claimed misinterpretation, inequitable application, violation or failure to comply with the provisions of this Agreement shall be filed at the option of the Union at Step III

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of the grievance procedure, without resort to previous steps.

Section 5

If a decision satisfactory to the Union at any level of the grievance procedure is not implemented within a reasonable time, the Union may re-institute the original grievance at Step III of the grievance procedure, or if a satisfactory Step III decision has not been so implemented, the Union may institute a grievance concerning such failure to implement at Step IV of the grievance procedure.

Section 6

If the City exceeds any time limit prescribed at any step in the grievance procedure, the grievant and/or the Union may invoke the next step of the procedure, except, however, that only the Union may invoke impartial arbitration under Step IV.

Section 7

The City shall notify the Union in writing of all grievances filed by employees, all grievance hearings, and all determinations. The Union or a public employee organization which has been designated by the Union to represent the grievant or grievants shall have the right to have a representative present at any grievance hearing and shall be given 48 hours' notice of all grievance hearings.

Section 8

Each of the steps in the grievance procedure, as well as time limits prescribed at each step of this grievance procedure, may be waived by mutual agreement of the parties.

Section 9

The grievance and arbitration procedure contained in this agreement shall be the exclusive remedy for the resolution of disputes defined as "grievances" herein. This shall not be interpreted to preclude either party from enforcing the arbitrator's award in court. This Section shall not be construed in any manner to limit the statutory rights and obligations of the City under Article XIV of the Civil Service Law.

ARTICLE XV: NO STRIKE

The terms of the no strike provisions contained in separate collective bargaining agreements covering employees also covered under this Agreement are deemed fully incorporated at length herein.

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ARTICLE XVI: ECONOMIC STABILIZATION ACT

The terms and conditions of this agreement are subject to the provisions of the Economic Stabilization Act of 1970, as amended, to all applicable rules, regulations, decisions, and orders issued thereunder, and to all other applicable enactments, determinations, decisions, opinions or orders insofar as the same may affect the terms and provisions of this Agreement.

ARTICLE XVII: RESOLUTION

This Contract shall, except as provided in Article IX, Sections 10 and 11, constitute and be deemed a complete adjustment and settlement of all demands and items presented, and as to all of such demands and items there shall be no further collective bargaining for effectiveness during the period of time from July 1, 1973 to June 30, 1976. Nor, during the foregoing period of time, shall the Union engage in any activity for the enactment of any law, the effect of which would increase the monetary cost to the City beyond the benefits granted under this Contract.

ARTICLE XVIII: SAVING CLAUSE

In the event that any provision of this contract is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this contract.

(Appendices are omitted.)

Note: This contract covers only the "money" items. Individual units negotiate supplemental agreements which cover other subjects of particular interest to that unit.—ed.

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Complete List of Library Trends Issues in Print

		<i>Title</i>	<i>Editor</i>	<i>Date</i>
V.	1.	N. 1 Current Trends in College and University Libraries	R. B. Downs	July 1952
	1	2 Current Trends in Special Libraries	H. H. Henkle	Oct. 1952
	1	3 Current Trends in School Libraries	Alice Loher	Jan. 1953
	1	4 Current Trends in Public Libraries	Herbert Goldhor	April 1953
V.	2.	N. 1 Current Trends in Libraries of the U.S. Government	Verner W. Clapp	July 1953
	2	2 Current Trends in Cataloging and Classification	Scott Adams	Oct. 1953
	2	3 Scientific Management in Libraries	Maurice F. Tauber	Jan. 1954
	2	4 Availability of Library Research Materials	Ralph R. Shaw	April 1954
			Dorothy M. Crosland	
			William P. Kellam	
V.	3.	N. 1 Current Trends in Personnel Administration	Bernard Van Horne	July 1954
	3	2 Services to Readers	Leslie W. Dunlap	Oct. 1954
	3	3 Library Associations in the United States and the British Commonwealth	David H. Clift	Jan. 1955
	3	4 Current Acquisitions Trends in American Libraries	Robert Vosper	April 1955
V.	4.	N. 1 Current Trends in National Libraries	David C. Mearns	July 1955
	4	2 Special Materials and Services	Andrew H. Horn	Oct. 1955
	4	3 Conservation of Library Materials	Maurice F. Tauber	Jan. 1956
	4	4 State and Provincial Libraries in the United States and Canada	Paxton P. Price	April 1956
V.	5.	N. 1 American Books Abroad	Dan Lacy	
			Charles Bolte	
	5	2 Mechanization in Libraries	Peter S. Jennison	July 1956
	5	3 Manuscripts and Archives	Arnold H. Trotter	Oct. 1956
	5	4 Rare Book Libraries and Collections	R. W. G. Vail	Jan. 1957
			Howard H. Peckham	April 1957
V.	6.	N. 1 Current Trends in Circulation Services	Wayne S. Yenawine	July 1957
	6	2 Research in Librarianship	A.A.L.S. Committee on Research	Oct. 1957
	6	3 Building Library Resources Through Cooperation	Ralph T. Esterquest	Jan. 1958
	6	4 Legal Aspects of Library Administration	John B. Kaiser	April 1958
V.	7.	N. 1 Current Trends in Book Publishing	Frank L. Schick	July 1958
	7	2 Aspects of Library Public Relations	Len Arnold	Oct. 1958
	7	3 Current Trends in Library Administration	Ernest J. Reece	Jan. 1959
	7	4 Current Trends in Bibliography	Roy B. Stokes	April 1959
V.	8.	N. 1 Current Trends in Adult Education	C. Walter Stone	July 1959
	8	2 Current Trends in Newly Developing Countries	Wilfred J. Plumble	Oct. 1959
	8	3 Photoduplication in Libraries	James E. Skipper	Jan. 1960
	8	4 Music Libraries and Librarianship	Vincent Duckles	April 1960
V.	9.	N. 1 State Aid to Public Libraries	S. Janice Kee	July 1960
	9	2 Current Trends in Theological Libraries	Niels H. Sonne	Oct. 1960
	9	3 Current Trends in Bookmobiles	Harold Goldstein	Jan. 1961
	9	4 Current Trends in Antiquarian Books	Hellmut Lehmann-Haupt	April 1961
V.	10.	N. 1 Future of Library Service: Demographic Aspects and Implications, Part I	Frank L. Schick	July 1961
	10	2 Future of Library Service: Demographic Aspects and Implications, Part II	Frank L. Schick	Oct. 1961
	10	3 Current Trends in U.S. Periodical Publishing	Helen M. Welch	Jan. 1962
	10	4 Urban University Libraries	Maurice F. Tauber	April 1962
			Lorena A. Garloch	
V.	11.	N. 1 Library Boards	J. Archer Eggen	July 1962
	11	2 Bibliotherapy	Ruth M. Tews	Oct. 1962
	11	3 Laws Libraries	Bernita J. Davies	Jan. 1963
	11	4 Financial Administration of Libraries	Ralph H. Parker	
			Paxton P. Price	April 1963
V.	12.	N. 1 Public Library Service to Children	Winitred C. Ladley	July 1963
	12	2 Education for Librarianship Abroad	Harold Lancour	
		in Selected Countries	J. Clement Harrison	Oct. 1963
	12	3 Current Trends in Reference Services	Margaret Knox Goggin	Jan. 1964
	12	4 European University Libraries: Current Status and Developments	Robert Vosper	April 1964

Complete List of Library Trends Issues in Print

			<i>Title</i>	<i>Editor</i>	<i>Date</i>
V.	13.	N.	1 Research Methods in Librarianship	Guy Garrison	July 1964
	13		2 State and Local History in Libraries	Clyde Walton	Oct. 1964
	13		3 Regional Public Library Systems	Hannis S. Smith	Jan. 1965
	13		4 Library Furniture and Furnishings	Frazer G. Poole	April 1965
V.	14.	N.	1 Metropolitan Public Library Problems Around the World	H. C. Campbell	July 1965
	14		2 Junior College Libraries	Charles L. Trinkner	Oct. 1965
	14		3 Library Service to Industry	Katharine G. Harris	
				Eugene B. Jackson	Jan. 1966
	14		4 Current Trends in Branch Libraries	Andrew Geddes	April 1966
V.	15.	N.	1 Government Publications	Thomas S. Shaw	July 1966
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Library Trends

Forthcoming numbers are as follows:

January, 1977, *International Trends in Catalogs and Cataloging*. Editors: Mary Ellen Soper, Assistant Professor, and Benjamin F. Page, Associate Professor, School of Librarianship, University of Washington, Seattle, Washington.

April, 1977, *Trends in Bibliographic Scholarship*. Editor: Donald W. Krummel, Professor, Graduate School of Library Science, University of Illinois, Urbana-Champaign, Illinois.

July, 1977, *Library Services to Correctional Facilities*. Editor: Jane Pool, Assistant Professor, School of Library Science, University of Southern California, Los Angeles, California.

October, 1977, *Trends in the Governance of Libraries*. Editor: F. William Summers, Dean, College of Librarianship, University of South Carolina, Columbia, South Carolina.